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THE SOLICITORS' JOURNAL.

LONDON, MARCH 7, 1857.

THE DIVORCE AND MARRIAGE BILL.

Of all the unlucky bills which own Lord CRANWORTH as their father, none has proved a greater abortion than the proposed act to amend the law of divorce and marriage. The gravest evils complained of in the present system are the vile abomination known as the action for criminal conversation, and the costliness of the proceedings by which alone a divorce *à vinculo* can be obtained. The primary conditions on which the marriage bond can now be dissolved are, that the plaintiff should be possessed of an ample fortune, and should be willing to degrade himself by claiming before a jury a pecuniary recompense for his wife's dishonour. The difficulty arising out of the enormous expense of prosecuting successively an action at law, a suit in the Ecclesiastical Court, and a bill in the House of Lords, would be to some extent diminished by the Chancellor's scheme; but the cost would probably still remain so great as practically to confine the remedy of divorce to the same classes who have hitherto enjoyed the questionable privilege. So far as it goes in this direction, the change proposed would be a slight, and only a slight, improvement. But when we have said this, we have exhausted the commendation that we can give to Lord CRANWORTH's measure. The timidity which prevented him from dealing with the class of actions which are the greatest disgrace to our law is enough in itself to condemn the bill. No doubt the difficulty which he felt was, that, if the action of *crim. con.* were abolished, it would be necessary either to supply its place by a criminal information, or to leave the injury with which it deals without redress or punishment. Either alternative would be preferable to the present practice. It would be better far that the law should hold its hands altogether than that it should stain them by enforcing the payment of money as the price of pollution. But we do not see any insuperable objection to bringing the offence of adultery within the range of the criminal law. A man may be made to answer criminally for a libel; he may be indicted for a trumpety assault; and we are at a loss to see why he should not be liable to similar proceedings for a far graver offence. We do not agree with those who doubt whether public opinion would sanction the only right course—that of meeting the evil, for which a *crim. con.* action is now the remedy, by punishment instead of pecuniary mulct. But if the doubt were well founded it would be no reason for permitting the continuance of a class of proceedings which serve no purpose but to disgrace the parties, disgust their professional advisers, and gratify the prurient taste of the worst portion of the public.

But it is not only by its omissions that the Chancellor's bill is condemned. He has gone out of his way to introduce new principles which would change the whole character of marriage. It has always hitherto been

assumed, even by those who were foremost in demanding increased facilities for separations, that divorce, whether *à vinculo*, or only *à mensâ et thoro*, ought to be strictly regarded as a remedy to be applied only to cases which admit of no other treatment. The doctrine that marriage ought, ordinarily, to be an indissoluble tie, has never before been questioned. Lord CRANWORTH would change all this. He proposes to allow husbands and wives to impose upon themselves by mutual consent a virtual decree for divorce *à mensâ et thoro*. Instead of a means of redressing unendurable wrongs, he would make such a divorce a privilege open to all who might at any moment desire to return to the liberty of single life. Marriage would become a mere optional union determinable at the will of the parties to the contract. The effect of such a voluntary divorce would in some respects, by the operation of Lord CRANWORTH's bill, be greater than that of a decree by the Ecclesiastical Court under the present law. The wife would become a *feme sole* to all intents and purposes, except that she would be prohibited from contracting a second marriage. A more ingenious provision for promoting the corruption of society can hardly be conceived than that which Lord CRANWORTH has devised. Even when limited to cases where the Courts are compelled to interfere, the divorce *à mensâ et thoro* is anything but conducive to the interests of morality; but to offer it freely to all who think they desire it, is to promote every evil which a marriage law ought most anxiously to guard against. What makes the proposal the more strange is, that in all the discussion which has taken place on the law of marriage and divorce, the idea of such a clause has never, we believe, been suggested. It is the Chancellor's own, and we doubt if he will find a single supporter in his anti-matrimonial crusade.

It would be idle to criticise the details of a bill whose principle is certain to be rejected; and it is only fair to say that, so far as the mere procedure is concerned, the new court would probably work better than either the Ecclesiastical Courts or the House of Lords. There is a provision empowering the court to try matters of fact itself with the assistance of a jury, or at its option to direct an issue. By another clause the evidence is to be taken orally by the court, or to be given by affidavit, subject to an oral cross-examination. This is no doubt the true principle for any tribunal; and it would be a vast improvement in the practice of the Court of Chancery if it were introduced there in the place of the present clumsy and unsatisfactory procedure. The judge who tries the cause ought himself to hear the evidence given. Any one who, after hearing a witness before the examiner, listened to a judgment founded on his deposition, must have been painfully convinced of the extent to which this unfortunate system vitiates the decisions of the ablest judges. It is impossible, even for the most unexceptionable examiner, to convey to the mind of another the true weight and value of oral evidence by means of a written deposition; and if Lord CRANWORTH would bring in a bill to introduce into his own court the practice as to evidence which he intended for the Court of Divorce, he would render a real service to the profession and the public at large.

THE SATURDAY HALF-HOLIDAY.

We have received a pamphlet by Mr. J. R. TAYLOR, law stationer, of Chancery-lane, on the advantages which would accrue to society at large, and particularly to the legal profession, from adopting the plan of leaving off business at one P.M. on Saturday. Probably, we are all of one mind on this subject. Some of us really work too hard—a still larger number think that we do, and we all like to be told so. It flatters our vanity to hear that we are much busier than our forefathers, and when we feel inclined to be lazy, there is no excuse so pleasant or so ready as a character for diligence.

There is always some room for doubt as to the honesty of that species of boasting which consists in self-accusation. No one need feel much alarmed for the safety of a man who blames himself, or lets others see that he is pleased by their blaming him for the rashness with which he runs into danger. We should be sorry to want to borrow money of a gentleman whose friends were in the habit of warning him not to give way to the natural impulses of his noble generosity, and we never could feel the slightest sympathy with the fears of the anxious parents whose most earnest charge to their dear sons is that they will not ruin their health by too severe study. We have, therefore, very considerable doubts as to the genuineness of the cry which is so widely raised in the present day against overwork. In the last generation, the courts of equity sat till 10 at night, and equity draftsmen, pleaders, and conveyancers kept their chambers open till the same hour. The routine work of a solicitor's office might, perhaps, be brought to a close rather earlier than it usually is at present; but to the solicitor himself, if he is in considerable business, holidays, half or whole, must be of rare occurrence. We should be pleased to see a Saturday half-holiday generally adopted, but we are by no means fanatically interested in the movement. Mr. TAYLOR has, we think, pointed out one class upon which the present arrangements bear very hardly—the class of law writers. Their occupation, as our readers are well aware, is precarious and occasional. Sometimes they have days of idleness—then comes a press of work, which generally has to be done at night, and often on a Sunday. Briefs, drafts, and voluminous documents of all kinds, are given out by the various solicitors' houses to the law stationer, to get them properly copied and examined by Monday morning. On one occasion, Mr. TAYLOR had to get no less than 20,000 folios completed in this interval. His notion of a Saturday half-holiday, therefore, is mainly this—that solicitors ought so to arrange their affairs as to give out what copying they have on Friday night or early on Saturday. We certainly think that this is a reasonable request, and one which all humane persons ought to make an effort to comply with.

We must, however, say, in all good humour, that if Mr. TAYLOR really wishes to aid the movement in which he takes so much interest, he ought not to make such a fuss about it. He is, we have no doubt, an excellent man, and a very good law stationer; but neither nature nor education have fitted him for authorship. We do not suppose that he meant it so, but his pamphlet reads like an elaborate puff of himself and his own efforts. First there is an address to the reader, signed "J. R. TAYLOR;" then there is a preface by J. R. TAYLOR; then there is a report of a meeting, in which Mr. JOHN ROBERT TAYLOR made a speech; next we learn what various persons (including Mr. JOHN ROBERT TAYLOR) said to Lord CAMPBELL; also how a deputation (of which Mr. J. R. TAYLOR was a member) waited on Sir G. GREY; then follows a letter from Mr. J. R. TAYLOR, which appeared in six newspapers; a little further on, JOHN ROBERT TAYLOR, citizen and innholder, writes to the *Morning Advertiser*; then the same small capitals compliment "the inimitable lecture of Dr. CUMMING," correspond with Lord CRANWORTH, the MASTER of the ROLLS, and other eminent persons; and, finally, the *Daily Telegraph* is produced as a witness to the merits of "Mr. J. R. TAYLOR, the eminent law stationer of Chancery-lane," who was formerly "treasurer of the District Visiting Society of St. Andrew's, Holborn." Certainly, if Mr. TAYLOR's left hand does not know what his right hand is about, it must be a very unob-servant member.

We do not wish to be unduly severe upon a man who obviously means well, but we must say that the Saturday half-holiday agitators would do wisely to reflect

that their case is a very short and simple one. The single sentence—People are too hard at work, and ought to have more rest—exhausts the subject; and there really is no good, but a great deal of harm, in associating a useful movement with such dreary rubbish as fills Mr. TAYLOR's pamphlet. At a "great public meeting at the Guildhall," the Rev. Doctor GREGG, after informing the meeting that "an Englishman's Sabbath is his glory and his crown" (as if it were a sort of corporation of London, Gog and Magog, or other exclusively English institution), went on to argue that "we must not rush into it" (the Sabbath) "like a horse into the battle, but devote some labour and some pains to antedate it by corresponding antecedents." The reverend gentleman went on to say, that, perhaps if we shut up our places of business in the afternoon of the Jewish Sabbath, it might tend to bring about "the conversion of Israel." And the eminent law stationer himself asks, in his emphatic way, "What man can pass through the Nineveh Court at the Crystal Palace, the Egyptian Room at the British Museum, the New Geological Museum, or the Hunterian Museum in Lincoln's-inn-fields, without his mind being elevated above low and sordid passions. He retires, thanking his Maker for his being," &c., &c.—a curious result of the contemplation of cancers, abortions, malformations, and coprolites. It is wonderful indeed that any cause should survive the assistance of such melancholy nonsense; and why Mr. J. R. TAYLOR cannot state his case quietly and simply, but must insist upon flooding it with these marvellous flights of eloquence, is to us a profound mystery.

Affectation and fine writing are the curse of our very remarkable, but extremely vain and noisy, generation. Fortunately for ourselves, the subjects with which we have to deal are seldom susceptible of what the Americans expressively call "high-fee-luting" treatment. It is very hard indeed to find a way into the seventh heaven from reports, handbooks, bills, pleas, and affidavits; but when a subject occurs affecting the moral interests of the profession, we think that all who have an opportunity of doing so are bound to see that it is treated in a simple and manly tone.

Legal News.

Public attention during the past week has been fixed exclusively upon the great debate in the House of Commons, and upon the probable consequences of the defeat of ministers. Legal intelligence of every kind has been delayed or crowded into obscure corners of the daily papers to make room for the many admirable speeches which suspended from day to day the grave event. At length, on Tuesday night, a vote was given which will have many inconvenient results, and among others this, that all hope of carrying any measure of law reform must be laid aside for the present year. The short interval previous to the dissolution will be occupied in passing such acts as are absolutely necessary for carrying on the business of the nation. When the new Parliament meets in May the grand and all-absorbing question will be, which party is to have the majority in it. A fair and decisive battle will have to be fought to confirm the present government in office or to displace them from it, and when that is over and exhaustion succeeds to excitement, the necessary financial legislation will probably be as much as the remaining energy of our representatives will accomplish by the 1st of August. If the prospects of law reform had been brighter at the outset than they were, we should have had greater reason now to lament their untimely ruin. But it cannot be asserted that either the proposals of the Lord Chancellor or his speeches were of such a character

as to inspire any very sanguine hopes of his success. If the present Cabinet remains in power, we trust that the necessity will be felt of handling law reform in a more decided and energetic manner. If, on the other hand, the new House of Commons should prove hostile to Lord Palmerston, and the Government should pass into the hands of Lord Derby and his friends, we may feel tolerably confident that law reform will be prominent in the programme of the new Ministers. Indeed, they will have everything to gain by showing themselves more active in reform than those who still call themselves reformers; and they must be very injudicious politicians if they do not improve to the utmost the opportunity which their predecessors will have most unwisely left to them.

On Wednesday evening, a general meeting of the depositors in the Royal British Bank was held for the purpose of obtaining their assent to the compromise proposed by the shareholders, and approved by the committee of depositors. Mr. WYLD, the chairman of this committee, presided at the meeting. He referred to the unhappy conflict of jurisdictions as accounting for the delay which had occurred in distributing the assets of the bank. A dividend of 5s. 6d. in the pound had been paid immediately upon the decision of that contest, and it was hoped that a further dividend of 2s. or 3s. in the pound would be paid within the next two months. If the assets should turn out as well as was anticipated by the accountant, a further dividend of 1s. or 2s. might be realised, and then the estate would, it was believed, be quite exhausted. The chairman then remarked, in terms of fitting reprobation, upon the conduct of certain creditors who were pressing and harassing individual shareholders and driving them into bankruptcy, not merely for the purpose of obtaining payment of the debts due, but, in many cases, to defray enormous law expenses. Some of the wealthiest shareholders, meantime, not being engaged in trade, and, therefore, not being obliged to remain in England, were putting the Channel between themselves and their liabilities to the creditors of the bank. In this state of circumstances, the committee had considered what course would be best for them to pursue. There were three lists of shareholders. The first list comprised the present shareholders, who were liable for all the debts of the bank. The second list consisted of new shareholders, who alleged that they had been induced to subscribe to the bank by fraud, and who, therefore, under eminent legal advice, disputed their liability to contribute. The third list contained those who were not now shareholders, but had been so during a period of three years. In this state of affairs, a composition was proposed by the shareholders. A list had been handed to the committee with the amount of proposed contribution placed opposite to each shareholder's name. That list had been carefully examined, and upon the best knowledge that could be acquired as to the circumstances of every shareholder, the committee had come to the conclusion that the greater portion of the shareholders would, under the pending proposal, have contributed to the full extent of their means. The question now was, whether the creditors would accept a composition of 15s. in the pound. A dividend of 5s. 6d. had been already paid. Another dividend of 3s. would be paid in two months, and the solvent shareholders now proposed to pay 6s. 6d., making in all 15s. in the pound. To secure the performance of this proposal, a deposit had been required of £20,000 cash; and of this sum, more than one half had been subscribed; and it was hoped that the whole arrangement would be completed before the end of April.

The proposal thus brought forward by the chairman was adopted almost unanimously by the meeting, and a resolution was passed to petition Parliament for an act to render the acceptance of the composition by a major-

ity of the creditors binding upon the minority. Such a measure would appear indispensable to give effect to the settlement now proposed, and it may not, perhaps, be unreasonable to expect that the affairs of the Royal British Bank will receive the attention of Parliament even during the short interval that will precede the impending dissolution. Certainly, this unfortunate association may fairly claim the earnest attention of the Legislature to remedy, so far as is now possible, the miserable calamities which have originated in the confusion of our laws, and in the carelessness of those who make or mar them.

Mr. LINKLATER addressed to the meeting an explanation of the steps taken by him to get the assets of the bank out of the hands of the directors, and to place them under the control of the assignees. He said that an attempt had been made to place the property of the bank in Chancery, under the administration of the directors themselves, over whose conduct the creditors would have had no control whatever. If it had not been for a state of the law which rendered such an attempt possible, the depositors never would have heard of him or of a bankruptcy in this case. He disclaimed all interested motives, and declared that he should have neglected a public duty if he had suffered such vast property to be so mismanaged, and he therefore obtained an adjudication of bankruptcy against the bank. From that time the whole proceedings had been under the control of the committee of depositors. He was content to await the result of time to expose and refute the misrepresentations concerning this bankruptcy.

REPORT OF THE COPHOLD COMMISSION.—This report gives 1,085 as the total number of enfranchisements and commutations between 1841 and 1856, both inclusive,—viz., 487, clerical, 519 lay, and 79 collegiate. The "consideration" for these 1,085 enfranchisements and commutations was a payment in full of £249,253, rent-charges to the amount of £2,962, and 1,223 acres of land.

REPORT OF THE TITHE COMMISSION.—The commissioners have received 7,070 agreements, and confirmed 6,778. 7,037 notices for making awards have been issued, 5,626 drafts of compulsory awards were received (whereof 5,421 were confirmed). In 12,199 districts the tithes have been commuted by confirmed agreements or awards. The commissioners have received 11,767 apportionments, and confirmed 11,760. They have made 1,624 altered apportionments, and confirmed 1,428. They have received 678 applications for the exchange of glebe lands, and confirmed 625 of such exchanges. At the close of 1856 they had confirmed 14,070 distinct mergers of tithes or rentcharges.

ABUSE OF CRIMINAL PROCESS.—A person of gentlemanly appearance surrendered to take his trial at the Old Bailey upon two charges of forgery and perjury. It appeared that there had been business transactions between the defendant and the prosecutor, and that legal proceedings were pending between them; and in order to prevent the defendant from giving evidence at a trial that was about to take place, the prosecutor went before the grand jury at this court, behind the back of the defendant, and obtained the two bills that were now before the court, never intending, however, to proceed with the charges. Notice had been left at the address given by the prosecutor of the intention of the defendant to appear and take his trial, but he had left, and no one was now in attendance to support either of the indictments, and the prosecutor could not be found. The jury returned a verdict of *Not Guilty*.

CASES OF BRITISH BANK SHAREHOLDERS.—*In re Hill*.—This was the meeting for choice of assignees in the case of James Beech Hill, glass and china dealer, of Blackfriars-road. His trade debts are under £300, while his assets are upwards of £1,200; but being a holder of five shares (four old and one new) in the Royal British Bank, and also exposed to executions at the suit of such creditors as have obtained judgments, he was compelled to place his affairs under the administration of this court. The Commissioner said he found that the British Bank had been made a sort of scapegoat, on which many failures had been laid very unjustly. Nothing was more

common than for a bankrupt to say "Oh, my failure is owing to the British Bank." Mr. Bagley—That is certainly not the case here, for the whole of this man's debts, irrespective of the claim of the bank, do not exceed £300; and I believe he has money ready to pay into the official assignee's hands double that amount.

In Re Charles Whitehead.—This insolvent, a merchant's clerk, petitioned under the Protection Act. The insolvency was attributed to the failure of the Royal British Bank, and his only liabilities arose from his connexion with it. He was the holder of four shares, and had inserted Mr. Harding, the official manager, as a creditor for £300, being the amount of a call of £75 on each share. Mr. Lee, the official assignee in bankruptcy, was also entered as a creditor for £200 for calls. The insolvent had a claim of £130 against the bank for the balance of a deposit account.

LENGTHY PLEADINGS.—In a late case in the Queen's Bench the declaration contained four counts, and each count was answered by three pleas.—Lord Campbell said it was lamentable that special pleading, which was of great service in raising important questions for the decision of a jury, sometimes tended rather to perplex them. Here was a case in which there were twelve pleas.—Mr. Joyce, as to the pleas, pleaded that he (Mr. Joyce) was "Not Guilty," and in confession and avoidance he alleged that there were four counts in the declaration.—Lord Campbell said that if pleading was so perverted the necessary effect would be that it must be altogether abolished. Nothing could have been more perspicuous than the manner in which the pleadings had been opened, but still the jury could not have the smallest notion of what the question was they were going to try.—Mr. Skinner said he would endeavour to get out of the London fog in which he found himself.—Lord Campbell hoped the counsel would abandon the special pleading, and come to common sense.—Mr. Skinner said that was a high aspiration, but he would endeavour to do so.

COSTS OF A PROSECUTION.—A bankrupt, named Lillcrap, by order of the Court of Bankruptcy, had been indicted for felony in concealing goods, and also for a misdemeanour in falsifying his books. He was acquitted on the first indictment, and counsel thereupon recommended the second indictment to be withdrawn. The costs had been taxed by the Crown-office at £317, and it was asked that the amount should be paid out of the bankrupt's estate and the funds of the Court of Bankruptcy; and an order was made accordingly.

BROKERS OF THE COURT OF BANKRUPTCY.—Mr. Samuel Morley, chairman of the Financial Reform Association, lately offered a suggestion that in certain cases the brokers of the court should not interfere in bankrupts' estates. It was the opinion of a large number of the wholesale houses engaged in the drapery trade that their own appraisers were sufficient for every necessary purpose.

DEATH OF SERJEANT WILKINS.—We regret to announce the death of this able and successful advocate, which took place on Tuesday morning, at his chambers, 8, Queen's-Bench-walk, Temple. It will be remembered, that, in many remarkable criminal trials, the deceased serjeant was the zealous and powerful, and often the successful, counsel for the accused. In the most celebrated case of modern times, that of William Palmer, the prisoner was deprived of the invaluable assistance of Serjeant Wilkins by the sudden commencement of that illness which has now ended in his lamented death.

Recent Decisions in Chancery.

There being no provision in the Trustee Relief Act (10 & 11 Vict. c. 96) as to the costs of proceedings thereunder, questions have often arisen as to the costs of paying trust funds into court under the act, and also as to the costs of applications for payment out of court of the capital or dividends of such funds; and there have been several decisions on these questions which it may be useful to notice. The subject is suggested by a case before *V. C. Kindersley*, in *re Jones*, 5 W. R. 336, which we shall find, in common with many other cases, to rest upon the general rules of the court applying to the costs of executors and trustees. Where the trust fund has been properly paid into court by trustees, under the act, they are, as a general rule, entitled to deduct out of it the costs of paying it

in, or to receive their costs of so doing when it is paid out; and where there are interests for life and in remainder, the costs come out of the corpus, not out of the dividends, being expenses incurred in the administration of the fund. In the case of a legacy not previously set apart, the costs of paying in, which, in fact, so far is executing the testator's will, are borne by the residuary estate (see *re Cavethorne*, 12 Beav. 56; *re Staples' settlement*, 13 Jur. 273). Though the words of the act are very large as to the power given to trustees of proceeding thereunder, yet they may act improperly by paying a trust fund into court under its provisions, and in that case they will be disallowed their costs. They must not use the act as an engine of oppression against their *cestuis que trust*, nor attempt to exercise what Lord Truro called, in *Kekewich v. Marker* (3 Mac. & Gor. 324), "any wanton or unreasonable discretion;" and see *Covington's Trusts*, 19 Jur. 1157. It is more difficult to induce the court to refuse their costs of paying in money, than their costs of appearance upon petition for its payment out of court by the *cestuis que trust* (*re Heming's Trust*, 5 W. R. 33; *re Waring*, 16 Jur. 652); though the general rule is, that the costs of all proper parties to a petition are payable out of the fund. In *re Jones*, however, the Vice-Chancellor held that the executor was entitled to the costs of appearing on the petition, but not of paying in. The ground of his decision was, that a legacy had been paid by the executor of a trustee who had received the whole of the residuary estate of the testatrix by whom the legacy had been given. The legatee was a married lady living abroad, and she and her husband gave a general power to their solicitor to act for them in this country. The trustee, who was also residuary legatee, had retained the legacy for many years, and died leaving the respondent in this petition his executor, who said he considered he could not safely pay the money under the power of attorney, the fact being that the risk was infinitesimal, but yet of such a character as to entitle the trustee, according to the doctrine of the court, to protection.

"It was of great importance," said his Honour "not to discourage trustees and executors from paying money into court under the Trustee Relief Act, and from appearing on the petition for payment out; and the court expected and desired that the trustee should appear." The trustee, therefore, was allowed his costs of appearing on the petition, though the Vice-Chancellor appeared to "suspect or have a moral conviction of the motive which actuated the executor, and it might not have been one creditable to him." The principle is, that though the trustee is indemnified and discharged from all responsibility in reference to the monies paid in, as soon as he has paid them into court, yet (as it is provided by the 5th Order, 10th June, 1848), he must be served with a notice of any application by the parties beneficially entitled, in order that he may attend and assist the court. The trustees may apply, under the 4th Order, 10th June, 1848, to distribute the fund paid in by them among the *cestuis que trust*, but the usual and proper course is for the latter to make the application; though, with their consent, the trustees may not only apply for the payment out, but also ask for a declaration of the rights of the *cestuis que trust* (*re Cooper*, 23 L. J., Ch. 25; *re Gaffee*, 1 Mac. and Gor. 541). In *re Housman's Trusts*, 4 W. R. 274, V. C. Wood allowed trustees making such an application the costs only to which they would be entitled as respondents. We may add that where the fund cannot be administered properly without a suit being instituted, the court will direct a bill to be filed (*Fozard's Trusts*, 1 Kay and Joh. 233; *In re Hodgson*, 18 Jur. 786; and *In re Woolland's Trust*, 18 Jur. 1012). It will not, upon petition, adjudicate upon any charges of breaches of trust against the trustee (*Goode v. West*, 9 Hare. 378; *re Bloye's Trust*, 1 Mac. and Gor. 488); nor whether the amount paid in represents the whole trust fund (*Thorp v. Thorp*, 1 Kay and Joh. 438).

A case of *Wightman v. Whielton* (5 W. R. 337) has nearly, though not quite, settled a point of practice which has long been doubtful. The Chancery Practice Statutes had provided that any witness making any affidavit should be subject to cross-examination. They also provided that upon a motion for decree the defendant's answer should, for the purposes of the motion, be treated as an affidavit. In another section it was enacted that on a motion for an injunction, the answer should, for the purposes of the motion, be regarded merely as an affidavit of the defendant. The doubt was, whether in these last two cases the defendant was bound to submit to cross-examination on his answer. *Wightman v. Whielton* was a case of motion for injunction, in which the defendant had refused to submit to be so cross-examined. In the argument, the case

was distinguished from that of a motion for decree on the ground that in the latter case the defendant would be at liberty to read his answer on what would in substance be the hearing of the cause, and that he therefore could not resist the cross-examination. If, however, he were cross-examined on a motion for injunction, the defendant, though allowed to read his answer on the motion, would not be able to do so at the hearing, and the plaintiff would gain an unfair advantage if he were allowed to get a cross-examination which he might use at a stage of the cause where the answer, as such, could not be read by the defendant. The Master of the Rolls, in giving judgment, expressed a strong opinion in favour of the plaintiff's right to cross-examine. He did not, however, grant the motion for that purpose, but directed it to stand over, with liberty to the defendant to file affidavits, and to the plaintiff to cross-examine on them. Should the defendant file the usual affidavit verifying the answer, nothing more will be heard of the motion; but the judgment may be regarded as almost equivalent to a decision in favour of the right to cross-examine on an answer, in any case where there is a motion for decree or for an injunction.

In *Dean v. Morris*, 5 W. R. 345, a curious question arose as to the apportionment of costs between two estates which were held by the same trustee on the same trusts. On the decree the costs were ordered to be paid out of the larger fund, and on the present occasion, which was an application by a purchaser of a part of the smaller fund, it was contended on his behalf that the same course should again be followed, or, at all events, that the smaller fund should bear only its rateable proportion. The court, however, held that these being two distinct estates administered in one suit, the general costs of the proceedings ought to be paid out of the two estates in equal shares.

Selby v. Fraser, 5 W. R. 341, is an important decision on a matter of evidence under the new practice. The suit arose out of a contention between two tailors, the plaintiff accusing the defendant of abstracting his custom by certain improper means. The defendant was served with a *subpoena duces tecum* directing him to produce his books. On the examination the defendant, admitting that he had the books in court, refused to produce them, though he referred to them when he pleaded during the examination to assist his memory. V. C. *Kindersley* held that the defendant was right, and considered that the proper mode of getting the books was by a motion for production, and not by means of a *subpoena duces tecum*.

Thorpe v. Milligan (5 W. R. 336) furnishes an illustration of the working of the law of landlord and tenant. A manufacturer, while in occupation as tenant from year to year, agreed to take a lease of his mill, with the engines, gas-houses, and appurtenances. In the gas-houses were several retorts and other matters which the tenant had erected before the agreement. On settling the lease in chambers, on a decree for specific performance, the landlord claimed to have the word gas-works introduced into the demise, the effect of which would be, to make the retorts and other tenant's fixtures in the gas-house revert to the landlord at the expiration of the lease. The Master of the Rolls held, that the word "gas-works" was properly introduced, in addition to the words used in the agreement; the gas-works, even though of the nature of tenants' fixtures, being included in the term appurtenances.

In *Armstrong v. Burnet* (20 Beav. 424; S. C. 3 W. R. 433), the rule was clearly laid down which distinguishes between the cases where specific legatees of shares in companies take *cum onere*, and cases in which the general personal estate of the testator is liable to pay future calls, in respect thereof, for the benefit of the specific legatees. Sir John Romilly, M. R., there stated the rule thus:—"Where the interest of the testator, in the subject-matter which he professes to bequeath, is complete, or where it is so treated and considered by him, and by all persons unconnected with it, as in the case of a share in an insurance company, I think that the future calls fall on the legatee, and not on the general personal estate; but where further payments are required to make perfect the interest which the testator professes specifically to bequeath, then I think that the general personal estate is applicable for that purpose." This appears to have been the principle of the distinction recognised in *Marshall v. Holloway* (5 Sim. 196; *Fitzwilliam v. Kelly*, 10 Hare. 266, and other cases). In *Moffett v. Bates*, 5 W. R. 338, a testator gave freehold property and shares in a banking company to his executors upon trust to apply the rents and produce of the same respectively for the maintenance of an infant, during her minority, and afterwards to her separate use, with remainders over. Before the legatee attained twenty-one years of age, the

company became insolvent. The executors, after the testator's death, assented to the bequest of the shares—all calls then made having been paid up,—and applied the dividends for the benefit of the infant. The legatee on attaining her majority repudiated the bequest of the shares; and the bill in this case, which was by the executors and trustees, sought the direction of the court, by whom, and out of what fund, a call made in the winding-up of the insolvent bank, which had been found to be a debt from the testator's estate, was to be paid. The residuary legatee contended that it ought to be paid by the specific legatee, and that if necessary the amount required ought to be raised out of the realty devised in trust for the same specific legatee, who argued, on the other hand, that it should be paid out of the residue. V. C. *Stuart* considered that the repudiation of the shares by the specific legatee on her coming of age threw the burden on the residue, even though the dividends might have been applied during her minority towards her maintenance, about which the evidence was not very clear; and his Honour was of opinion that his decision did not necessarily conflict with the doctrine enunciated by the Master of the Rolls in *Armstrong v. Burnet*.

Cases at Common Law specially Interesting to Attorneys.

MAGISTRATE—ACTION AGAINST IN COUNTY COURT—REMOVAL OF PROCEEDINGS.

Western v. Sneyd, 5 W. R., Exch., 317.

It is one of the provisions of 11 & 12 Vict. c. 44—the act passed in 1848 to protect justices of the peace from vexatious actions for acts done by them in the execution of their office—that any action so brought in a county court must be in the court of the district in which the act complained of was committed. And there is a proviso (sect. 10) that no action shall be brought in any such county court against a justice of the peace for anything done by him in the execution of his office, if such justice *shall object thereto*; and that if, within six days after being served with a summons in such action, the justice, his attorney, or agent, shall give a written notice to the plaintiff to that effect, "all proceedings afterwards had in any such action shall be null and void." In the above case, the plaintiff had levied a plaint in the county court against the defendant for an assault and false imprisonment; and two days after the date of his receiving from the defendant a notice of his objection to be sued therein, he obtained a *certiorari* to remove the proceedings into the Court of Exchequer; and to such writ the judge of the county court made a return, which, together with the *certiorari* itself, the defendant now sought to set aside or quash. The application was successful; for the court would not listen to the argument advanced on behalf of the plaintiff, that the return to the *certiorari* made by the judge of the county court, being in truth a transcript or recital merely of the proceedings which had been had in his court, could not be considered as a "further proceeding" in the action such as the above-mentioned section intended to make null and void. The court held, on the contrary, that the intention of the Legislature was, that where a justice gave such a notice, things should be as if the action in the county court had never been brought. In such a case as that before them, they said no *procedendo* (that is, the writ by which a cause improperly removed is remitted to the court below) could issue; and that proved that no *certiorari* could issue; for, said *Bramwell*, B., the liability to the one could not exist without a liability to the other.

It appears, therefore, that the only course for the party aggrieved in such a case is, to give a month's notice of action, and then to commence an action in one of the superior courts. This, indeed, from the report, appears to have been done in the present case; but it is probable that the action was barred by the limitation of time given in the 8th section of the act, unless the proceedings in the superior court could be taken to be in *continuatio* of those commenced in the county court;—for, otherwise, it does not appear why the *certiorari* was required, or should have been insisted on when objected to by the defendant.

ATTACHMENT—EFFECT OF SERVICE OF ORDER—RIGHTS OF ASSIGNEES AS AGAINST EXECUTION CREDITOR.

Turner & Others v. Jones, 5 W. R., Exch., 318.

This case turned upon the relative rights of an execution creditor and the assignees of a judgment debtor, against whom such creditor had obtained an order of attachment. It appeared that the defendant had bought the business and stock of one G. for a certain price, which was to be discharged in part by bills

falling due at different times. Before the first of these bills became due, the defendant was served (as garnishee) with an order under the Common Law Procedure Act, 1854, s. 61, attaching, in the words of the order, "all debts owing or accruing from him to G.," in respect of a judgment which had been obtained by one X. against G. On being served with this order, the defendant gave X. promissory notes to the amount of what he had to pay G. on the bills above mentioned, and made them payable at the same times. Before these notes, or any of them, became payable, G. was adjudicated a bankrupt, and the plaintiffs were appointed his assignees. They now sued the defendant for the debt he originally owed to G., and in respect of which, after such debt had been attached, as above mentioned, he had given promissory notes to X. A question was now asked of the Court, through the medium of a special case, whether such debt had, under the circumstances, passed to the assignees, or whether the defendant was discharged by giving promissory notes, as above mentioned, on being served with an attachment order. It was held by the Court, on the authority of the very recent case in the Queen's Bench (*Holmes v. Tutton*, 5 Eil. & Bl. 65), that service of the attachment order bound the debt owing by the defendant to G., so as to put X. in the position of being a creditor of G., with security for his debt, and so as to bring him within the 184th section of the Bankrupt Law Consolidation Act, 1849; but that it did not give him any *lien*, within the meaning of that section, on any part of the bankrupt's property, and that, consequently, his title could not prevail against G.'s assignees. They further held, that the circumstance of the defendant having given promissory notes in respect of such debt (which was a purely voluntary act on his part) did not better his position. The Court, moreover, appeared to be of opinion, that even if the defendant had actually paid to X. the debt he owed to G., on being served with the attachment order, he would not have been any the more protected against the claim of the assignees for the same debt.

It seems to follow, from these cases, that a debtor (garnishee) cannot safely pay to a judgment creditor, attaching his debt, unless and until he has been served with an *absolute* order to pay under sect. 61. He may, however, on being served with an attachment order, pay the money he owes into court under sect. 63.

ATTORNEY—DELIVERING OF SIGNED BILL—EXTRA COSTS.

Pigot v. Cadman, 5 W. R., Exch. 353.

This was an action for work and labour as an attorney, and for money paid to the defendant's use. The defendant pleaded that a signed bill had not been delivered a month before action, as required by 6 & 7 Vict. c. 73. It appeared, at the trial, that the plaintiff had duly delivered a bill, containing various items, principally for disbursements made by the plaintiff for the defendant, which were sufficiently specified, and an item for "extra costs" incurred in a Chancery suit, not further particularised. After the commencement of the action the plaintiff delivered, under a judge's order, two further bills for business, not included in the bill delivered before the commencement of the action, but which business related to a Chancery suit arising out of the business charged for in such bill. To this bill (and to the retention of the verdict, which, at the trial, was *pro forma* entered for the plaintiff) two objections were now made on behalf of the defendant. The first of these was, that the want of greater particularity in the item "extra costs," in the bill delivered, vitiated the bill altogether, so as to leave unsatisfied the requirements of 6 & 7 Vict. c. 73, s. 37, as to the delivery, a month before action, of a signed bill of the fees for the recovery whereof such action was brought. And this objection to the bill the court held to be fatal, and directed a non-suit to be entered, instead of the verdict for the plaintiff. In coming to this decision, the Court took a different view from that taken by the Common Pleas in 1840, in the case of *Waller v. Lacy* (1 Man. & Gr. 54), which was itself in accordance with a previous *Nisi Prius* decision of *Abbott, C. J.*, in 1825 (*Drew v. Clifford*, 2 Car. & P. 69). But in the present case, the Court of Exchequer felt themselves bound by their own more recent judgment in *Jeimey v. Marks* (16 Mee. & W. 850), wherein the above two cases were distinguished on the ground that they occurred at a time when all parts of an attorney's bill were not taxable, and the Court of Exchequer adhered to the reasoning of Lord Eldon in *Hill v. Humphreys* (2 Bos. & P. 243). It was intimated, however, that the Court entirely coincided in the remarks of Lord Campbell, in *Cook v. Gilliard* (1 Eil. & Bl. 37), that the proper and honourable course in such cases was for the client to demand further information, so that the bill might be corrected before action.

The other objection made by the defendant to the bill delivered was, that it did not contain the whole of the charges for which the plaintiff held him liable; and it was insisted that an attorney is bound, when he delivers his bill, to insert therein all the completed business in respect of which he had a claim, up to the moment of such delivery; for that, otherwise, by omitting, for example, a disputed class of items, he might deprive his client of the costs of the taxation in a case where, if the disputed matter had been included, more than one-sixth would have been taxed off. Upon this proposition the court refrained from expressing any opinion at all; but, as observed *arguendo*, such a rule would be inconvenient where a firm consists of several partners, each of them applying himself to a separate department, and each of whom may happen to transact business in his own department for the same client. It is apprehended that the true remedy for the client in such a case, is that hinted at by Mr. Baron Bramwell—viz., to obtain a judge's order for the delivery of his *whole* bill, that all parts of it may be referred to taxation—a jurisdiction which is expressly conferred by the same 37th section of 6 & 7 Vict. c. 73, and which, indeed, has been always claimed by the courts.

BANKRUPTCY—APPLICATION UNDER THE 86TH SECTION OF THE CONSOLIDATION ACT.

Hill v. Merritt, 5 W. R., Exch., 351.

We noticed last week an application made to the Common Pleas, under the above section of the Bankrupt Consolidation Act, 1849, by a defendant for the costs of an action in which the plaintiff had recovered a verdict to a less amount than the affidavit of debt he had filed in the Bankruptcy Court, under the 78th section. That application, it may be remembered, was not successful, because the court thought that the verdict by itself was not *conclusive* as to the existence or non-existence of a reasonable and probable cause for the amount sworn to; and that, under the circumstances, it was probable the plaintiff believed he was entitled to the full amount he filed. The same point has since arisen in the Exchequer; and here, though the court arrived at a different conclusion on the facts of the case, and granted the application, they seem to have been guided by the same principle as the Common Pleas, as they so decided, not merely on the amount of the verdict obtained compared with that of the affidavit of debt filed, but because it appeared by the plaintiff's own case at the trial that he had included in such affidavit a large sum which had to his own knowledge become barred by the statute of limitations.

SIGNATURE TO WILL—15 & 16 VICT. c. 24.

Page v. Donovan & Hankey, 5 W. R., Pre. C. 324.

This case deserves notice, as showing the desire of the Prerogative Court to give effect to the remedial provisions of 15 & 16 Vict. c. 24, in reference to the execution of testamentary papers respecting which there is no question of authenticity. The will in dispute had been made in France; and at the end thereof, on the same sheet of paper, and before any signature at all, there appeared a "notarial minute" to the effect that what was above written was the will of the testatrix, and by her understood; and after this minute, appeared the signature of the testatrix, the notary, and four witnesses. According to the requisition of 7 W. 4 & 1 Vict. c. 26, s. 9, that the signature must be "at the foot or end of the will," this would not have been sufficient to obtain probate; but under 15 & 16 Vict. c. 24, it was held to be good enough, inasmuch as it appeared sufficiently that the testatrix intended by such signature to give effect to the matter expressed to be her will.

Professional Intelligence.

METROPOLITAN & PROVINCIAL LAW ASSOCIATION.

A meeting of the managing committee was held on the 25th ult., when the assistant secretary's report upon Bankruptcy Administration, and certain resolutions of the Mercantile Law Conference, recently held in London under the auspices of the Law Amendment Society, were further considered; and the secretary was instructed to communicate with the provincial members of the committee, with a view to procure information from them as to the chief evils in the working of the present system of bankruptcy procedure.

The assistant-secretary read a report upon the course pursued by the Lords of the Treasury in the taxation of costs on criminal prosecutions. And he was instructed to obtain, during the present assizes, further information on the subject, with a view to

the preparation of a memorial to her Majesty's Secretary of State for the Home Department.

The Judgments Execution Bill was considered, and a petition in its favour ordered to be presented.

Two members of the committee having reported that the new scale of Equity costs would not give an increased profit of more than 10 or 12 per cent, the secretary was instructed to take steps, in conjunction with the Incorporated Law Society, to re-assemble the old Equity committee with a view to consider the new scale.

The assistant-secretary reported that a letter had been addressed to the Under-Sheriffs of the several counties and cities, suggesting to them to summon meetings of the profession at the several assize towns, to invite their support to the Association, and to consider the subjects likely to occupy the attention of Parliament during the present Session.

JURIDICAL SOCIETY.

The Society will meet on Monday, the 9th of March, at eight o'clock, P.M., when it will proceed to elect a President for the present year, under Rule 21; after which Mr. N. Lindley will read a Paper on "The Disabilities of Corporations."

RULES FOR THE PUBLIC EXAMINATION OF CANDIDATES FOR HONOURS ON CERTIFICATES, ENTITLING STUDENTS TO BE CALLED TO THE BAR IN TRINITY TERM NEXT.

An examination will be held in next Trinity Term, to which a student of any of the inns of court, who is desirous of becoming a candidate for a studentship or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible. Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the inn of court to which he belongs, on or before Tuesday, the 12th day of May next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the Bar.

The examination will commence on Tuesday, the 19th day of May next, and will be continued on the Wednesday and Thursday following. It will take place in the Benchers' Reading Room of Lincoln's-inn; and the doors will be closed at ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Tuesday morning, the 19th May, at half-past nine, on Constitutional Law and Legal History; in the *afternoon*, at half-past one, on Equity.

Wednesday morning the 20th May, at half-past nine, on Common Law; in the *afternoon*, at half-past one, on the Law of Real Property &c.

Thursday morning, the 21st May, at half-past nine, on Jurisprudence and the Civil Law; in the *afternoon*, at half-past one, a paper will be given to the students including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on *Thursday afternoon* there will be no oral examination.

The reader on Constitutional Law and Legal History proposes to examine on the following subjects:—

He will expect the candidates for honours in the ensuing examination to possess a general knowledge of the leading events of English History, from the Conquest to the close of the last century. He will expect them to be accurately acquainted with the chapters in *Hallam's Constitutional History* which treat of the Reigns of Elizabeth, of James the First, Charles the First, Charles the Second, and William; with the first volume of *Lord Clarendon*; with *May's History*; with the chapters in *Rapin* and *Tindal* or *Belsham*, giving an account of these Reigns; and with *Bishop Burnet's Memoirs of his Own Times*, during the Reigns of Charles the Second and William the Third. He will expect them to be acquainted with the law of treason and the law relating to the press down to the present time; and with the most important state trials and impeachments during the Reigns he has mentioned. The candidates for a pass will be required to answer general questions in English History, and to be well acquainted with the History of the Reigns of Elizabeth, of Charles the First, and Charles the Second. They will be expected also to show a

competent knowledge of the State Trials during the Reigns of Charles the Second and of James the Second.

The Reader on Equity proposes to examine in the following books:—

1. *Smith's Manual of Equity Jurisprudence*, *Mitford on the Pleadings in the Court of Chancery*. Introduction; chapter 1, sec. 1 and 2; chapter 2, sec. 1; chapter 2, sec. 2, part 1 (the first three pages); chapter 2, sec. 2, part 2 (the first two pages); chapter 2, sec. 2, part 3, chapter 3. *The Act for the Improvement of the Jurisdiction of Equity*, 15 & 16 Vict. c. 86.
2. *The Cases and Notes contained in the first volume of White and Tudor's Leading Cases*.

Candidates for certificates of fitness to be called to the Bar, will be expected to be well acquainted with the books mentioned in the first of the above classes. Candidates for the studentship or honours, will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. *Joshua Williams on Real Property*; the same author on *Personal Property*; *Hayes on the Common Law, Uses and Trusts*.
2. *The Common Forms of Conveyance and Mortgage of Real Property*; of *Assignments of Leaseholds for years*; and of *Marriage Settlements of Real and Personal Estate*.
3. *The Law of Dower*. The Dower Act 3 & 4 Will. 4, c. 105, and the Decisions upon that Act.
4. *The Doctrine of Notice*, as between Vendor and Purchaser.
5. *The Extinguishment and Suspension of different kinds of Powers, and the Excessive Execution of Powers*; *Edwards v. Slater*, *Hardre's Reports*, 410; *Alexander v. Alexander*, 2 Ves. Sen. 640, and the Notes to those Cases in *Tudor's Leading Cases in Conveyancing* pp. 277 and 299 respectively.

Candidates for honours will be examined in all the foregoing books and subjects, and candidates for a certificate in those under heads 1, 2, and 3.

The Reader on Jurisprudence and the Civil Law proposes to examine candidates for honours in the following subjects:—

1. The Elements of the Roman Law of Dominion, Possession, Prescription, and Servitudes, to be studied in the *Institutiones Juris Romani Privati of Wankönig* (lib. ii. cap. 1, edition of 1834), or in any similar compendium of Pandect Law.
2. The Creation and Extinction of Rights and Duties. *Lindley's Introduction to the Study of Jurisprudence* Part ii. chapter 4.
3. International Rights of States in their Pacific Relations. *Wheaton's Elements of International Law*. Part iii. chapters 1 and 2.

Candidates for a certificate will be examined in—

1. The first two Books of the *Institutes of Justinian*, with the Notes to *Standar's* Edition.
2. *Wheaton's Elements of International Law*. Part iii. chapters 1 and 2.

The Reader on Common Law proposes to examine in the following subjects:—

Candidates for a pass certificate will be expected to be familiar with—

1. The Elements of Our Criminal Law; particularly having reference to the following offences: homicide; simple larceny; assaults, aggravated or otherwise. (This subject may be read from *Archbold's Criminal Pleading* by Welsby, or from the 4th vol. of *Blackstone* (21st edition) or *Stephen's Commentaries*).
2. The first thirty-three sections of the Common Law Procedure Act, 1852.
3. The Nature and Classification of Contracts and Torts, so far as explained in *Broom's Commentaries*, pp. 257—377; 658—688; and illustrated by *Lampleigh v. Brathwait*, and *Ashby v. White*, 1 Smith, L. C. 4th edit. pp. 118 and 185 with the Notes thereto.

Candidates for the Studentship or Honours will be examined in the first and third of the above subjects, and also in—

4. *Smith's Lectures on the Law of Landlord and Tenant* (Lects. 5, 6, and 9).
5. The fourth and seventeenth sections of the Statute of Frauds (as explained in any recent Treatise upon Contracts), and the third section of 19 & 20 Vict. c. 97.
6. The Case of *Humphries v. Brogden*, 12 Q. B. 739.

Correspondence.

THE SCOTCH SYSTEM OF CONVEYANCING CHARGES.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I quite agree with you, that should the proposed measure for registering titles to land become law, it must lead to an alteration in the mode of remunerating solicitors for conveyancing business; and it is with much pleasure, therefore, that I noticed the publication in your journal a week or two back of the scale of charges for conveyancing and general business now in use in Scotland, because I believe the Scotch system to be the one best adapted for its purpose, consistent with the taxation of solicitor's bills; and that any alterations in our own, to be satisfactory, must adopt the Scotch system as a model. Undoubtedly, if it were possible to estimate it, the remuneration ought to be in proportion to the skill and labour employed; but as it is impossible for any officer, however competent, to estimate the amount of skill and labour bestowed upon each transaction—and if it were, the task would be endless—the only alternative appears to be to establish a scale of fees for different descriptions of business, varying according to the difficulty and importance of the business, and the value of the property dealt with; leaving it to the discretion of the taxing-master to allow a reasonable sum where, from the nature of the business, it is impossible to lay down any fixed rules for charging; and as this is the principle on which the Scotch system is founded—and the system appears to combine simplicity and clearness of detail—I purpose to call the attention of the profession to some of the prominent features of that system. The charges for conveyancing business in Scotland are regulated partly by the value of the property, and partly by the length and importance of the documents. No charges are made for attendances and general correspondence except in certain cases; but an *ad valorem* charge is made to cover usual attendances, which, in some instances, is the only charge made. In other business, a charge is made for drawing, as well as the *ad valorem* charges; and in some instances double regulation fees are charged for drawing, and no *ad valorem* charge is made. Thus, in purchase deeds, bonds, and other securities for money, a per centage is charged upon the consideration or price stated, and the regulation-fee of ten shillings per sheet of about three folios is charged for drawing the instrument. In settlements, the per centage is charged upon the rental or income, and double regulation-fees are charged for drawing. In ordinary leases the per centage is also charged on the rent, but no charge is made for drawing. In partnership-deeds, the per centage is charged on the value of the stock, in addition to the usual charge for drawing; and where the amount of the stock is not stated, double regulation-fees are charged for drawing the deed. The charges for drawing, copying, and engrossing are generally considerably higher than our own, and are as follow:—

	£	s.	d.		£	s.	d.
If in the English language, first sheet	0	10	0	<i>Ad val.</i>	0	10	6
Every other	0	6	0	Drawing	2	18	0
If in Latin	1	0	0	Copying	0	9	0
Every other	0	12	0	Engrossing	0	14	6
Copying, per sheet	0	1	0				
Engrossing, first sheet	0	2	6		4	12	0
Every other	0	1	6				
Let us contrast the charges for conveyances and mortgages under the two systems, and it will be seen to what extent our Scotch brethren have the advantage over us. On a conveyance or mortgage-deed thirty folios in length, the charges would be—				Consideration £1,000			
Under the English Scale.				Consideration, £100.			
Consideration, £100.				Consideration, £100.			
Drawing	1	10	0	<i>Ad val.</i>	5	5	0
Copying and engrossing	1	10	0	Drawing, &c.	4	6	6
Instructions and attendances	2	0	0				
	5	0	0		9	11	6
				Consideration £2,000.			
Consideration £1,000.				Consideration £2,000.			
	5	0	0	<i>Ad val.</i>	10	10	0
				Drawing, &c.	4	6	6
Consideration £2,000.							
	5	0	0		14	16	6

It will be admitted, I think, that the Scotch system is simpler, and that the remuneration is better and more fairly apportioned according to the work done than under our own; and I believe that if a similar system was introduced in England, it would do more to facilitate the despatch of business than any measure which can be devised for simplifying transfers, unaccompanied by an alteration in the present mode of charging.

I am, Sir, yours faithfully,

M.

HOW THE REGISTRY OF BRITISH SHIPPING IS CONDUCTED.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The inconvenience which does and must result from the practice adopted by the registrars of shipping is so great, that it is deserving of notice in your journal.

Perhaps the most annoying feature is, that those who experience the chief difficulty are they who are most anxious to do their business regularly; I mean that lawyers encounter more obstacles in the registry of instruments affecting the title to shipping than do commercial men, who are content to follow the dictates of the officials.

Shortly after the Merchant Shipping Act, 1854, came into operation, I had occasion to prepare declarations by individual transferees, of which a form (F) is given in the schedule to the act. I framed the declarations in strict conformity with the given form; but it was pronounced insufficient, because it did not give the name of the master of the vessel, nor the number of his certificate of competency. Forms of this declaration were issued by the Commissioners of Customs, containing blanks for these particulars, in addition to the other particulars of the form F. It is stated that these altered forms have been issued with the consent of the Board of Trade, and by authority of the 96th section; but, assuming that this has been so, it is, I think, very plain the commissioners have not given such public notice of the alterations as was necessary, in order to prevent public inconvenience, which, by that section, they were required to do; and had such notice been given, it is, I conceive, beyond the power of the commissioners to require the introduction of these particulars; for, by section 56, the only requisites of the declaration are: (1) A statement of the transferee's qualification to be registered as owner of a British ship; and (2) a denial that any unqualified person has any interest in the ship. Certainly, the addition is innocent in itself, but it is unpleasant to have an instrument properly framed rejected for its absence; and it is somewhat amusing to have to add, that the registrars make no objection to receiving declarations with the blanks for these particulars remaining unsupplied. It would seem the only way to vitiate a bill of sale or declaration is to obliterate some of the printed words in the commissioners' forms. It is quite unnecessary to make those words significant.

The new act contemplates persons being registered as "joint owners," and prohibits a joint owner from disposing in severalty of any share (sect. 57). Two persons in partnership were registered as joint owners of shares in a ship; and one of them having died, I had occasion to take a bill of sale of those shares. The act contains no declaration what shall be the effect of a joint ownership, and experience has made me too diffident to conclude from the above prohibition, that the joint owners were absolutely joint tenants. I was aware these joint owners had been partners, and "there is no satisfactory authority for the position that the title to partnership chattels survives at law, and the authorities the other way greatly predominate" (*Per Lord Wensleydale, in Buckley v. Barber, 6 Exch. 164*); therefore, I prepared a bill of sale from the executor of the deceased joint owner, and from the surviving joint owner, and tendered it for registration, with the probate and the executor's declaration, in proof of his title, as required by section 59. It was, however, rejected, on the ground that the commissioners had decided that, in such cases, the bill of sale must be from the surviving joint owner alone, after proof of the other joint owner's death had been furnished. This was a sufficiently peremptory decision upon a delicate point, but it remains to be seen what view the courts will adopt of the rights of joint owners.

I have had occasion to prepare bills of sale of shares, which were already mortgaged to the intended transferee. It happened there were two sets of shares to be dealt with, and for one set I adopted the exact printed form supplied by the commissioners; in the other, I slightly altered it to conform to that in the schedule to the act, as the bill of sale was to be given for a merely nominal consideration. The alteration consisted in obliterating the printed words in the form, acknowledging the receipt of the consideration money; and I may observe, that

the insertion of these inoperative words interrupts the flow of the proper language of the bill of sale.

I was not gratified at having both these documents rejected by the official acting for the registrar, upon the ground—I cannot say for the reason—that they appeared to him objectionable. He could not bring forward upon the books the same person as mortgagee and as owner: such a course had been pursued in former instances, but he must decline following it in this. Upon formally tendering the bills of sale, and insisting upon their being recorded, the official refused to do so, because one of the bills of sale did not contain a receipt for the nominal consideration. Be it observed, the statutory form contains no receipt for the consideration money; but these and other merely formal words have been added by the commissioners.

Eventually, to obtain the registry of the bills of sale, the transferee's title as mortgagee had first to be destroyed, and the mortgagor had to give a receipt for five shillings (never paid to him), as the consideration for the giving of the bill of sale.

It is too bad that the practice in the registry office should be so loose, and withal so perplexing; for the consequences of their refusal to register may be most ruinous, as another bill of sale may be tendered, and acquire priority by being first registered.

A very remarkable instance of the way the commissioners conduct this business is to be found in their alterations in the forms of mortgages. They have introduced, in the body of the forms they supply, a condition that the power of sale given by the Merchant Shipping Act is not to be exercised until after a given date. What operation can this condition have? Is it possible it should control or supersede the 71st section of the act?

I am, &c.,

Feb. 18, 1857.

W.

THE SOCIAL ESTIMATION OF THE SOLICITORS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

The position of the solicitor is a question affecting the public as intimately and, perhaps, more so than it affects himself. The rank which he should hold in society, and the estimation of him, as one of a class, are vital questions to the public at large. In the performance of his various duties the continual reference to the "respectability" of the solicitor is a fact which few persons can have failed to notice; or when that attribute is known to exist, can they have failed to notice the extraordinary bearing it has on the business in hand. When the solicitor's influence over his clients is considered, and how his opinion regulates the course of business entrusted to him, how important is it to the public that he should feel and know (apart from his own convictions as a conscientious man and a man of honour) that a deviation from a certain course of action will subject him to a loss of that which is valued by all men—viz., a high consideration in the opinion of others. Suppose a slip in practice to entail consequences serious to one party and of great advantage to another in any business transactions, would it not be a great public benefit if the parties to the transactions had such confidence in the character of the profession as to feel convinced that no solicitor could be found to take advantage of it? And though our law books are filled with cases to meet difficulties of a similar nature, it is not cases involving fair questions of litigation and discussion which are here pointed at; for the solicitors are not called upon to supply remedies unprovided for by the laws of the land, but to act in matters of daily practice in such a manner as is consistent only with a high sense of integrity and honour. If it be said, in such case, the feelings of their clients would in many cases be unrepresented, the answer is: So it must be as far as solicitors are concerned. Some other persons must be found to represent them, for solicitors will not. But how can life exist without food, or honour be nourished without an appreciation of it? To the solicitor himself a high position is due, perhaps, more than to any other man, if his functions are based on this high principle. None but solicitors themselves properly know the continual incentives they have for a deviation from it; the frequent pecuniary advantages to themselves; the not unfrequent suggestions and pressure of their clients; the many actions he could perform, bringing advantage to himself alone, and for which he would be irresponsible but to his own conscience;—such temptations cause him to subject himself more frequently to the judgment of his own conscience than probably any other class of men in this country. And it

is to the value of man as a moral being that in justice honour should be awarded.

If the public know this, and feel the justice of the solicitor being rewarded by his position, and the estimation in which he is held, they should also know that it is to their interest that he should be compelled to hold a good position; for otherwise that portion of the body who descend to deny their better nature will, in sacrificing to mammon, often take a better place than better men.

"Let none admire that riches grow in hell."

That in matters of negotiation, litigation, and generally in the administration of the law, a great deal is left indefinite, and to the fair understanding of the parties engaged, so involving the necessity of a high principle in those engaged in its administration, there can be little doubt, and is recognised in the common forms of assurance—viz., "according to the true interest and meaning of these presents." So that if it be true that the honourable solicitor is entitled to a good position, and that the interests of the public will be promoted by his having one, and that solicitors as a class should hold one, and be compelled to do so, why has not this result been attained, if such be the case; and what are the proper means of securing it?

That solicitors as a class do not hold a high position in the estimation of the world must be admitted; for most solicitors are frequently justly appreciated by their clients; and, considering the important duties which they have to perform, the delicate investigations in which they are concerned, the weighty interests entrusted to their daily care, and the great benefits frequently secured by them for their clients, it would be very strange if such were not the case. Still, when do these very clients speak of the body with admiration and respect? Who does not hear lawyers spoken of as a class doubtfully and with innuendoes by no means complimentary? How seldom is the remuneration given to the solicitor acknowledged to be a fair and reasonable reward for his services? the very mention of a bill of costs appearing to suggest to the mind of the public an idea of imposition and sanctioned extortion.

For what public appointments is the solicitor thought fit except those in which his services cannot be dispensed with? How often is his disinterested advice or action attributed to unselfish purposes? What does every act of Parliament show where the interests of the solicitor are interfered with by the Legislature? In what courts of justice is there any accommodation afforded for the solicitor, either for their personal convenience and comfort, or for the better performance of their duties to their clients? How is he frequently treated by the advocate whose position he has been so material in creating? When do the bench really and seriously treat him with consideration? Is he not generally spoken of as the person responsible for every mischance in the suit, but otherwise as a nonentity? But do the solicitors themselves hold their own body in a proper estimation; and is not the remedy chiefly in their own hands? Do solicitors sufficiently take notice of the malpractice of members of their own branch of the profession? Do they make such actions a common offence to themselves? Do they sufficiently esteem a brother solicitor whom they find and know to be above suspicion? Do they sufficiently combine to repel injustice to one of themselves as a common injury? Do they, when the profession is spoken ill of, make the best defence of it in their power, or leave it to defend itself? and when undeserved reproach is cast upon one of its members, do they feel any of the reproach themselves, or rather do they not look on with indifference, and show themselves wanting the indignation which a consciousness of injustice would arouse? Do solicitors fairly represent to their own clients the policy and conduct of the solicitors opposed to them, or is it not often a fact that they expatiate on the shortcomings of their opponents in one capacity or another, either from the love of vanity, which revels in the contemplation of superiority, or with the idea that awarding too much merit to an opponent might interfere with his own prosperity? Is there not growing up among solicitors a competition for business, and, in some cases, a mode of acquiring it inconsistent with the position they ought to hold. Instead of the client calling upon the solicitor, do not the solicitors frequently make a habit of calling on their clients: more like calling for orders than waiting to be consulted or to receive instructions to do some act requiring the assistance of a legal adviser. Were it not for an inherent consciousness of his ability and integrity, and his knowledge that this is appreciated by his own clients and by his own branch of the profession, and were he to depend entirely for support on the general opinion of the public, the solicitor would frequently feel his condition to be galling indeed.

But he is supported by a consciousness of his power perhaps more than by any opinion of others, which fact may be one of the main causes leading to the results complained of; but to ascertain clearly what these causes are is a great way towards a remedy.

In every highly civilised state of society there must be numerous intricate rights and interests depending for their existence or limitation upon certain fundamental or conflicting laws. And to know the policy and reasoning upon which such rights and interests are based requires no ordinary amount of study and attention, and for this reason in a civilised community there will be a class of lawyers whose sole business it is to be such.

This is a necessity universally felt and acknowledged, and in this necessity lies perhaps the chief discontent existing towards lawyers as a class. The general public are aware of their incapacity to construe and elucidate the intricacies of the law or its practice, and thoughtlessly assume that the law ought to be so simple that those who run may read; and because this is not so, and of the difficulties surrounding every complication of interests, the administrators of the law are punished with the difficulties and faults of the law itself; and to this one cause may be traced much discontent towards the profession—the public not being sufficiently instructed or thoughtful to know that the administrators of the law and its makers have different functions to perform, and are not responsible for each other's acts. The question of costs is perhaps also one of the chief reasons for the feeling with which the profession is regarded; and it is discontent and ill-will which deprive him of the position he would otherwise enjoy. If it is right that the amount of remuneration to be given to the solicitor should be fixed, he, at least, should be liberally paid for his services if it is required that those services should be efficient. And when they are charged for as conferences, letters, attendances, &c., the public seem to forget that the profits of their business and the interest on their capital are often accruing whilst they are doing nothing, whilst the personal labour and attention of the solicitor is required for every shilling he earns; and that if the solicitor did not charge for the letters and attendance (which the public often think a high charge for such services) the solicitor must be paid in some other manner for the time occupied in his client's business, and for his thought and knowledge, and constantly turning over books and considering cases, which alone make him competent for the services required of him. That a great deal of dissatisfaction will exist as long as there are unreasonable men in the world there is no doubt; and in litigation there is always a losing side, for which the solicitor is often and unjustly considered responsible. That solicitors fight the legal battles of the public, and among the public are many losers, lies at the bottom of a great deal of the ill-will with which the profession is visited.

The varied and extensive character of the solicitor's duties, bring him necessarily in contact with different members of the bar, of many of whom there are very few solicitors who have not had reason to speak with the highest admiration and respect; but there is a general idea with the public, as well as with the solicitors, that this feeling is not reciprocated. Whatever the future of either branch of the profession may be, there can be little doubt but that the whole profession as well as the public will be better off by a desire among both branches to assist the true interests of the whole profession.

The solicitor has perhaps had his feelings too strongly enlisted in his client's cause to remember his own interest, but a coolness of head is as necessary for a solicitor as for a general; and a client's interest would be better secured by the solicitor concentrating his whole power *ad rem*, and never *in personam*; for the client's interest is best served by the solicitor avoiding anything like personal altercation, and rather by raising than lowering the standard of his opponent; for if a man feels he ought to be what he is said to be, a great step is taken towards his becoming so. But it is, no doubt, a general opinion that the solicitors as a body are sufficiently strong to bear anything which may be said of them; but if this were so, they would command the position it is contended they should hold without waiting for its concession. The universality of the lawyer—for where men buy, and sell, and labour, there must be lawyers—makes the dissemination of his ideas an easy matter, and gives him the means of securing to his profession any advantages it may obtain, should such rules and principles be established as are likely to gain his branch of the profession the advantages of position it has not hitherto attained.

Reviews.

Oke's Magisterial Synopsis. 5th edit. 1857. Butterworths.

We believe that the majority of well-informed persons would indorse the eulogium pronounced by Lord Tenterden upon the unpaid magistracy of England, if considered as a class, and without reference to individuals. Rather more than half a century ago, a rule for a criminal information had been obtained against a certain Lancashire magistrate, charging him with having refused to take the examination of two persons who offered to give their evidence in a case brought before him; and in discharging this rule, chiefly on the ground that such refusal (if erroneous at all, which was doubtful, under the circumstances of the case) proceeded not from any unjust, oppressive, or corrupt motive, but from mistake or error only, the Chief Justice of the Common Pleas thus expressed himself:—"This application is made against a gentleman who is one of that class of persons to whom this country is under as great obligations as this or any other nation is, or ever was, to any members of its community. I speak of the gentlemen residing in the different parts of England who act in the execution of the commission of the peace, and who gratuitously devote a great portion of their time, and bestow much valuable, but often thankless labour in the administration of many branches of the law; and amongst others, in those of the early and in many of the mature stages of our criminal jurisprudence. In this most valuable class, many persons are found who possess a sound knowledge of the law, united with the most useful and extensive practical information." Now, this was true when it was said, and is, indeed, still truer now, when the efforts of some fifty sessions have complicated magisterial work and increased the jurisdiction of justices, while the average standard of magisterial ability has been, perhaps, during the same period, proportionally raised. And yet the frequent instances of folly, perversity, and ignorance on the part of individual members of this meritorious class with which the newspapers teem, and which the personal experience of many of our readers must attest, are sufficient to raise a doubt whether *paid* administrators of the law, versed in the actual practice of their profession, and responsible not only to public opinion but to the wholesome supervision of an official superior, would not, on the whole, be an improvement. The lash of newspaper criticism is all very well as far as it goes, and keeps many a would-be tyrant, and controls many a hasty temper, within decorous bounds; but there is something still more persuasive in a letter from a Secretary of State—followed by the ceasing of stipend, and subsidence into private life. There is, of course, no doubt that a lawyer, who, with undiminished powers, retires from the exercise of his profession to guide with tact and inspire with wisdom the decisions of his brethren at their "special" and their "petty" sessions, deserves all the gratitude which waits on the man who confers on his country a most signal service. But are the rolls of our magistrates composed exclusively of such men? Do we not find there—too often—the purse-proud and the unintellectual; the man who never knew any law at all, and him who has forgotten all that he ever learnt? As long as the office is sought for the power and consideration it bestows, and granted irrespective of the mental qualifications of the applicant, these interlopers, we fear, will often be found, and grievous cases of individual oppression and injustice must be the consequence. Again—we need hardly say, on a very different principle—we would gladly see the *clergy*, at all events, relieved from duties and responsibilities little akin to their sacred office. It has always struck us as a painful circumstance, that he whose high privilege it is to speak to the penitent sinner the words of peace and comfort, should also carry the rod of secular discipline—that one whose path through life should be followed by the blessings of the poor, should fire the train of evil consequences which too often wait on a conviction before a magistrate. An intimate acquaintance with Burn's Justice, or with such treatises as that now before us, seems scarcely suited to him whose ceaseless study and meditation should be the doctrines of a very different Book; and yet, without such acquaintance, great would be the danger both to the judge and to his victim!

But whatever may be the relative advantages of paid and of unpaid justices, and whatever the virtues or the faults of those who at present occupy the magisterial benches of our country towns, it is, of course, of the last importance that those who administer the law should receive all the assistance which can be given to them by books towards the due fulfilment of their duties. Of such books there are many; but we know of none which has a more practically useful air than the magisterial synopsis by Mr. Oke, of which he has just published a

5th edition. It is difficult to convey an accurate impression of a work which mainly consists of tabulated arrangements, without inserting extracts, which would be unsuited to our pages, and which would after all be inadequate to the object. The merits of such a performance are those of accuracy and system, and can be thoroughly tested only by actual practice and minute comparison with the authorities quoted. But that the present volume possesses these qualities in a very high measure, the rapid sale of each successive edition furnishes strong evidence. The general plan adopted is, to arrange, in alphabetical order (and, first, in reference to *summary convictions*, under 11 & 12 Vict. c. 43), each matter on which information can be required by the magistrate, and to present at a glance the nature of the offence; the statute by which it is regulated; the time within which it is necessary that the information in respect thereof should be laid (and whether on oath or otherwise); the number of justices required to convict; the penalty and mode of enforcing it; whether there be an appeal, and, if so, within what time; to whom the penalty is payable; and, finally, a reference to the page of a work by Mr. Oke, called by him the "Formulist," in which the technical description of the offence appears. And a similar collection of tables is given in reference to *indictable offences*, showing besides the general nature of the offence, and a reference to the statute by which it is regulated, or the treatise in which an account of it is to be found: whether it is triable at sessions or at the assizes only; whether bail is or is not discretionary; the punishment which may be awarded; and last (not least), whether the costs of the prosecution are allowed. There are other portions of the book—such as an introduction on the duties and jurisdiction of justices, and on the office of clerk; and chapters treating of the law and practice of informations, of summary procedure, of bail, and the like; but these Tables form its most characteristic and useful feature;—and that they must be eminently useful, we have not the least hesitation in saying. Everything is told the magistrate which he can be told by any book at all. But, alas! ample room still remains for error and injustice; for it is beyond the art even of Mr. Oke to tabulate the law of evidence, and the rules of natural equity. No treatise can enforce tact or moderation, if either be wanting in the reader. None can steady the scales of justice, if they be biased by prejudice, or by the promptings of personal interest.

But we should be acting unjustly by Mr. Oke, were we to conclude without remarking that there is a class of men who will rejoice in the volume before us, to a greater degree even than magistrates themselves. Mr. Oke was and is a magistrate's clerk; and to those who act in the same capacity, his work must indeed be a boon. In the justice room, as elsewhere, the real labour often belongs to the branches, and not to the head. It is absolutely necessary, for the ease of the Bench, that the clerk should be able, without hesitation, to put his official finger on the act of Parliament, and on the section or sections thereof under which his superiors are to act, so as to keep them on the narrow path wherein they should tread. And in the present volume he will find a silent tutor, who will supply all the deficiencies in education or memory of which he may be conscious, and who will save him not only from "dishonour," but perhaps from "infinite loss."

The Law of Mortgage as applied to the Redemption, Foreclosure, and Sale in Equity of Incumbered Property; with the Law of the Priority of Incumbrancers. By WILLIAM RICHARD FISHER, of Lincoln's-inn, Esq., Barrister-at-Law. Butterworths.

The title-page of Mr. Fisher's book on the Law of Mortgage, taken altogether, has the now-a-days rare merit of telling the reader exactly what he is to expect, and nothing more. The author does not profess, nor does he attempt, to deal with the law further than as it relates to the redemption, foreclosure, and sale of mortgaged property, except that he appends a treatise on the law of the priority of incumbrancers. He plunges at once into the nature of the rights of redemption and foreclosure, and despatches in a somewhat cursory manner his inquiry into the several kinds of redeemable securities. He appears to view his subject almost wholly from an *ex post facto* point of view; in other words, he always regards a mortgage as a thing accomplished, and as if the only question that remained for him to consider was how the mortgagee might realise his security. We, therefore, must still turn to Mr. Powell's and Mr. Coote's works for complete information as to the subject-matter of mortgages, as to the manner in which they are created, and as to the respective rights attributed to mortgagors and mortgagees, other than those which a court of

equity will enforce in the realisation of the mortgage security. Either or both of these works will still be indispensable to the conveyancer. Mr. Fisher's book will also be found by the conveyancer to be very useful; but we think it will be of the greatest utility to practitioners in our equity courts.

The book is divided into nine chapters, as follows:—1, Of the several kinds of securities; 2, of redemption; 3, of foreclosure and sale; 4, of parties; 5, of the appointment of a receiver; 6, of notice; 7, of priority; 8, of accounts; 9, of the decree, and matters arising thereout. We give the author's own account of the division of his subject, because it will afford our readers a better notion than anything we could say in as many words of the manner in which he proposes to treat it. This division (with an exception noticed hereafter) recommends itself, not only because it is accurate and logical, but also because it will be found very convenient for practical purposes, which is no little merit in such a work. Its subdivision into sections, and its minor details generally, are similarly characterised by an anxiety, on the part of the writer, to write for the practitioner. Whoever expects to find any elaborate disquisitions upon black letter law, or upon legal subtleties, that have more interest to the jurist or the legal antiquary, than to persons actually engaged in practice, will be disappointed. At the same time, the general result of a series of cases, or of statutes, as affecting any particular question, is often very clearly and tersely enunciated. The cases themselves have been collected evidently with great diligence, and are generally stated with precision and good judgment; but, as might be expected, we sometimes find that where decisions in the courts of appeal have taken place within the last two or three years, the author has omitted to "post them up," where they overrule the judgment of the court below. Thus, the decision of *Stuart, V. C.*, in *Ware v. Lord Egmout* (18 Jur. 371; *S. C.* 2 W. R. 126), is stated to be law, the decision being that where an abstract of title on a purchase disclosed a certificate of the redemption of the land-tax thirty-three years previously by persons acting as the guardians of an infant tenant in tail, the purchaser was held to have had constructive notice of a charge, of which he might have known, if he had inquired how the redemption was effected. Mr. Fisher twice refers to this decision (pp. 318 and 457); and, in the former place, endeavours to show that it is not inconsistent with the doctrine of notice, as recognised by courts of equity. But most equity lawyers are aware that the Vice-Chancellor's decision was expressly overruled by the Lord Chancellor, in a judgment which contains the strongest possible condemnation of the extension of the doctrine of constructive notice, which he considered to be involved in the Vice-Chancellor's judgment. His lordship's decision was pronounced in November, 1854, and is reported in 4 De G. M. & G. 460; *S. C.* 3 W. R. 48, and in all the other reports, and certainly ought not to have been omitted from a treatise published two years subsequently. There are also instances of important cases decided within a period of two or three years antecedent to the publication of Mr. Fisher's work, which have been omitted altogether. Thus we find no mention of *Cockburn v. Aukett* (3 W. R. 641)—a useful case, on the question of necessary parties, where *Kinderley, V. C.*, held, on the authority of *Redshaw v. Newbold* (12 Jur. 833)—also not noticed by our author—and of *Sale v. Kitson*, that the trustees of a will, whereby property is devised subject to mortgages, sufficiently represent the mortgagees. We might add several other cases of more or less importance which have been decided within the time mentioned—*ex. gr.*, *Hinde v. Poole* (1 Kay & Joh. 383, *S. C.* 3 W. R. 331), *Salovey v. Strawbridge* (1 Kay & Joh. 371; *S. C.* 3 W. R. 335), *Russell v. McCulloch* (1 Kay & Joh. 313; *S. C.* 3 W. R. 280), *Wilkins v. Reeves* (3 Eq. Rep. 494; *S. C.* 3 W. R. 305), *Herries v. Griffiths* (2 W. R. 72), *Norton v. Cooper* (2 W. R. 659), and lastly (not to extend our list too much), *Freer v. Hesse* (23 L. J. Chanc. 338). It must, however be admitted that an author, engaged in the composition of a work on law, must take his stand at some point of time, beyond which he need not attempt to note up the decisions for the purpose of his book. The only question is, whether there ought not to be some recognised rule on the subject as to time, so that the profession might be prepared to note up the decisions in a text-book from a certain period antecedent to its appearance. We take this opportunity for throwing out the suggestion, not because we are satisfied that the manner in which Mr. Fisher has executed his task particularly calls for it, but simply because it occurred to us when looking for a case which we knew had been decided two years ago, and which, though it related to the subject of mortgages, was not to be found in Mr. Fisher's book.

The most useful part, perhaps, of the entire work is the chapter which discusses all the questions that have arisen, or are likely to arise, between mortgagors and mortgagees in matters of account, including interest and costs. It frequently happens, in foreclosure and redemption suits, that the only real question at issue, when the cause comes on for hearing or upon further directions, is as to the manner of charging a mortgagee in possession; or as to allowances, which he claims to be entitled to; or as to the conversion of interest into principal, the computation of subsequent interest, or the right to set off arrears of interest; or as to the mortgagee's costs, the costs of unnecessary parties, &c.: and it is no uncommon thing to experience considerable difficulty in laying one's hand upon a case in point, should a contest arise upon any of these subjects. The book now before us contains the most ample and carefully digested information on all these topics, and also upon all questions that may arise as to the nature and form of the decree in suits for redemption or foreclosure. Nor should we omit to notice some very useful forms of decrees, taken from the registrar's book, which are to be found in the appendix. In short, the practitioner will find in this book, in a convenient form, pretty nearly everything he may require in actual practice, on the law relating to the redemption, foreclosure, and sale of incumbered property.

The collection of authorities on the rule of constructive notice will also be found of some value; although we cannot help thinking that our author has devoted either too much or too little of his space to this subject. He has devoted too much, if he intended to treat the doctrine so far only as it relates to mortgages; and too little, if his object was to discuss that most subtle and extensive subject in all its bearings. He seems to have aimed at the latter, and in this respect, therefore, has necessarily failed, as any competent lawyer may see by looking at sect. 546, p. 302, where the author states the four different classes of cases in which constructive notice may be imputed. Unlike his logical divisions elsewhere, we find here divisions that are purely arbitrary, and neither accurate nor complete. It would have been quite impossible, in the fifty pages appropriated to the whole subject, to have touched upon, however slightly, and at the same time accurately, all the endless modifications of this rule. The cases in which some trace of the doctrine of notice is to be found are infinite. It is worse than useless, therefore, to take at random one or more cases upon every general head, except they are selected simply with a view to enunciate a general rule, which of itself may be taken as certain. By way of illustration of the danger to which we refer, let us take sec. 561, p. 311, in which Mr. Fisher speaks of the rule of notice as it affects partners. The rule in such cases is stated by Mr. Fisher thus:—"Notice to one of the several partners is notice to the partnership." The only two modifications of the rule which our author gives are in the case of mutual assurance companies and joint-stock banking companies. Nothing is said about such cases as *Swan v. Steele* (7 East, 210), *Jacoud v. French* (12 East, 317), and numerous others, where questions arise as to the liability of partners to be affected by notice to a partner who is also a partner in another firm or in a particular adventure, through which he arrives at the knowledge imputed to his partners in the firm, which, or any other member of which, had no actual notice, where it is sought to be implied. The doctrine of notice, actual or constructive, touches the law of partnership in divers other points, as one may see, for example, in *Devaynes v. Noble* (1 Mer. 579, 616), and in many other cases; but many of these cases, of course, the author was not bound to mention, inasmuch as the particular section to which we now refer comes under the general head of "constructive notice between principal and agent," and, therefore, he here considers the subject of notice only as it affects partners in reference to the general head. However, even within this scope there are numerous decisions which go to qualify the proposition unconditionally stated in sect. 561, upon the authority of *Travis v. Milne* (9 Hare, 141). Thus, members of a partnership firm may be affected with constructive notice of a fraud by one of the partners whose irregular course of dealing ought to have made them institute such inquiries as would have led them to a discovery of the material facts:—See *Sadler v. Lee* (6 Beav. 324), where a further question arose as to the liability of an insane partner to be affected by notice. Again, in the case of *Mosedon v. Wyer* (6 Scott, N.R., 945), which was an action against two persons, being partners, service of a notice of declaration on one of them at their place of business (the affidavit not disclosing that the action was brought for a partnership debt) was held to be insufficient. We might mention numerous other

cases in support of our objection—as, for instance, such cases as *Alderson v. Clay* (1 Campb. 404), *Brown v. Leonard* (2 Chit. 120), and *Kilcock v. Guy* (2 Russ. 285), where the liability of partners to be affected by notice to one of them was held or asserted to be subject to the absence of notice to the creditor or other party who seeks to affect the partnership with notice, as to any arrangement between the partners to limit or modify their liabilities as partners.

No one supposes for a moment that, in a book on mortgages, he is likely to find a perfect treatise on the doctrine of notice, or even on the more cognate subject, the priority of incumbrancers; but it is a very useful matter for inquiry, and one that properly falls within the province of a reviewer, as to the present method and arrangement of legal text-books; and we think the question is fairly raised in the book now before us. The doctrine of notice has properly no more to do with the law of mortgages than it has with the law of partnership, of principal and agent, of bills of exchange, of vendor and purchaser, of carriers, of joint-stock companies, of judgments, or of contracts; and we find, in all the text-books upon these respective subjects, and many others, a chapter or two upon the doctrine of notice—not merely as one might expect, so far as it related to the subject-matter of the particular book, but—purporting to be upon the doctrine generally, with scarcely an attempt to deduce general principles, or to reduce the authorities into categorical order, otherwise than in an arbitrary and off-hand manner.

We might mention other instances where other subjects are treated in a similar way; and, if our space permitted, might show that the fault is mainly attributable to an illogical view of the province and limits of any given subject—a fault to which legal writers are more liable than any other class of authors, from the circumstance, that in the cases which actually arise in practice, from which our principles are drawn, these principles are seldom to be found in any other than a complex form—*ex. gr.*, in a suit affecting a mortgage, we may have—besides the special law of mortgages—questions of waiver, acquiescence, lapse of time, laches, breach of trust, notice, fraud, &c. Nevertheless, a book on mortgages could not and ought not to attempt to treat of all these questions, except so far as they have an immediate and obvious relation to mortgages. So far as these general subjects are concerned, they should be left to treatises devoted to them exclusively; and they, in their turn, should not unnecessarily intrude upon the law of mortgages, or any other extraneous subject. But we must now content ourselves with merely throwing out this hint, while we repeat our entire approbation of the work before us, so far as it treats of the proceedings in our courts of equity for the realisation of mortgage securities. We know of no work in which persons requiring information on this subject can more readily and conveniently acquire it; and, upon this ground, we heartily recommend it to the profession.

Lectures at the Incorporated Law Society.

MR. MALCOLM KERR ON THE STATUTES OF LIMITATIONS.

Mr. Malcolm Kerr, in his concluding lecture upon this subject, on the 23rd ult., observed that there now remained but three disabilities to prevent the operation of the statute—infancy, coverture, and unsoundness of mind—and that the effect of the existence of these disabilities was to suspend the operation of the statute only until they were removed. Thus, where a married woman, being an administratrix, lent part of the assets to her husband, and took a promissory note from him and a surety for the amount, it was held that she had six years after her husband's death within which she might sue the surety (*Richards v. Richards*, 2 B. & Ad. 447). The disability, which was to suspend the operation of the statute, must exist when the cause of action accrued; for where the time had once begun to run, no subsequent disability, however involuntary, would stop its operation (*Humphrey v. Scrope*, 13 Q. B. 512). The right of action might be suspended by the disability of the plaintiff; the operation of the statute might also be suspended by the absence of the defendant; for it was but reasonable that, if the plaintiff were barred by a six years' abstinence from suing, he should only be barred when he had been in a position to sue. If, therefore, the person against whom the cause of action existed were, at the time the cause of action accrued, beyond the seas, the plaintiff had six years in which to sue him after his return.

This was the effect of the 19th section of the statute 4 Ann. c. 16, to which the 12th section of the Mercantile Law Amendment Act had reference.

Under the statute of Anne, suspending the obligation of a plaintiff to sue a defendant when such defendant was beyond seas, by giving him six years within which to do so after his return, it was held that Ireland was beyond the seas within the meaning of the statute (*Lane v. Bennett*, 1 M. & W. 70). The 12th section of the Mercantile Law Amendment Act was passed to remove this anomaly; for Ireland was not beyond the seas within the meaning of the 3 & 4 W. 4, cc. 27, 42—each of these statutes containing an express provision to the contrary. Where the defendant was beyond seas, which now meant beyond the limits of the United Kingdom (for the statute of Anne was passed after the union with Scotland), the plaintiff had six years after his return. This was well illustrated in the case of *Williams v. Jones* (13 East, 439). If the defendant once set his foot in this country, though his stay were for a very short time, and were unknown to the creditor, the statute at once attached, and its operation commenced. The action, if not brought within six years of the defendant being thus in England, and within the jurisdiction, was barred (*Gregory v. Harrell*, 5 B. & C. 341). The same principle applied in the case of the defendant dying abroad, for there the plaintiff might sue his executors at any time within six years, not of the death, but of the executors taking out probate (*Douglas v. Forrest*, 4 Bing. 686).

This principle was one which, carried out to its full extent, involved another consequence—viz., that if one of several joint debtors were out of the kingdom, the statute did not begin to run until his return, although all the other joint debtors might be resident within the jurisdiction (*Fannin v. Anderson*, 7 Q. B. 811). The plaintiff was not obliged to sue the joint debtors in this country without joining the absent defendant. The other defendants could not plead in abatement, because in such a plea it was necessary to show that all the defendants were within the jurisdiction, and might be sued, to give the plaintiff a better writ, as it was termed. But the plaintiff was not bound to abandon his claim against the absent defendant, which he in effect did by suing the defendants here; for by getting a judgment against the defendants here, the simple contract for which the absent defendant was jointly liable became merged in the specialty debt created by the judgment; and if the plaintiff afterwards sued the absent defendant on his return, that defendant might effectually plead in bar the judgment recovered against the others. All this was, however, altered by the 11th section of the Mercantile Law Amendment Act, which consisted of two branches. The first branch of the section enacted that a plaintiff should not be entitled to any time within which to commence his action by reason merely of the absence of one or more of the joint debtors—i.e., that as to any joint debtors who were resident within the United Kingdom, the statute would run from the time that the cause of action accrued. The second branch of the 11th section was to destroy the effect of a judgment obtained against the defendants here so far as it prevented the absent defendant or defendants from being sued on his or their return; for it enacted that no person should be barred from suing by reason only that judgment was already recovered against any one or more of the joint debtors who were beyond the seas at the time the cause of action accrued.

The rules by which to ascertain, in all cases, the time when the cause of action accrued to the plaintiff were:—

1. In the case of *torts*, the right of action accrued to the plaintiff the instant the injury was done.
2. In the case of contracts, the right of action accrued when the contract, whether express or implied, was broken, and not when the damage was sustained by reason of the breach of contract. There might be a breach of contract without any one being, at the moment, entitled to take advantage of it. Thus, in the case of a bill of exchange payable to a man who died before it became due, and which bill was not paid at all; if the payee happened to be alive when the bill fell due, the contract was broken on its non-payment, or, in mercantile and legal language, its dishonour. But if the payee were dead intestate, there was no one to sue for this breach of contract; no cause of action could accrue to a dead man; but the cause of action accrued the instant the rights of action of the deceased were in the administrator; and, therefore, the six years' limitation ran from the grant of the letters of administration (*Murray v. East India Co.*, 5 B. & Ald. 204).

If the six years had run during the lifetime of the deceased, and no action had been brought by him, the statute was a bar. Nothing the executor could do would defeat its

operation; but if the testator had brought an action within the six years, which abated by his death, the executor had a reasonable time (which it seemed to be generally agreed should be a year), after the testator's death, to commence a new action; and the case would be out of the statute, although the full period of six years from the time the cause of action accrued to the testator should have elapsed (*Hickman v. Walker*, Willes, 27; *Rhodes v. Smethurst*, 6 M. & W. 353).

The statute of James barred the remedy only, but did not extinguish the debt. From this followed two consequences—that the plaintiff did not lose, by the lapse of the six years, any other means he might have of enforcing his right—such as a lien; the other, that the claim was capable of being revived by an acknowledgment in writing. Before Lord Tenterden's Act, this acknowledgment might have been by word of mouth. The consequence was, that almost in every case in which the statute was pleaded, an acknowledgment within the six years was sworn to, so as to take the case out of the statute, if the jury believed the witness.

The perjuries in these cases were so flagrant, however, that Lord Tenterden's Act was passed, supplementing, in this respect, the provisions of Charles II.'s Statute of Frauds and Perjuries, and providing that no acknowledgment or promise by words only should be deemed sufficient evidence of a new or continuing contract, unless it were made or contained in some writing. This acknowledgment, or promise in writing, must, by Lord Tenterden's Act, have been signed by the party chargeable; it might even be signed either by him or by an agent duly authorised to make such promise or acknowledgment—the Mercantile Law Amendment Act, sect. 13, having put acknowledgments of this kind in the same category as acknowledgments under the Statutes of Limitations.

The principles on which acknowledgments were to take cases out of the statute, had been satisfactorily settled by modern decisions. The earlier cases were, in the great majority of instances, not now to be relied on.

The first essential of such acknowledgment was, that there should be either an express promise to pay, or an acknowledgment in such distinct terms that a promise might be reasonably inferred. This was the principle laid down in *Williams v. Griffith* (3 Ex. 335). And such an admission would be sufficient to bar the statute, although the parties might differ as to the amount due to the plaintiff (*Colledge v. Horn*, 3 Bing. 119), for extrinsic evidence was admissible to show what was the amount really due (*Chestyn v. Dalby*, 4 Y. & Coll. 328). There must be an express promise, or an acknowledgment in distinct terms, from which a promise might be inferred; where the acknowledgment was guarded or qualified, the promise could not be inferred, and the operation of the statute would not be barred. Thus, if the acknowledgment of the debt were accompanied by a denial of the liability for it, no promise to pay it could be inferred (*Brigstocke v. Smith*, 1 Cr. M. 483). Within this principle, that an acknowledgment accompanied by a denial of liability was not one from which a new promise could be inferred, came those cases in which the debtor had admitted the original claim, but denied that the liability existed at the time of the omission, for instance, because the debt had been paid (*Birk v. Guy*, 4 Esp. 181), or because there was a set-off (*Swann v. Sovell*, 2 B. & Ald. 759), or because the statute had run against it (*Coltman v. Marsh*, 3 Taunt. 380). And it would seem to make no difference that the denial of liability at the time was founded on fallacious grounds (*Partington v. Butcher*, 6 Esp. 66; *Hellings v. Shaw*, 7 Taunt. 608), for a promise could hardly be presumed when the defendant in effect said, "I do not now owe you the money, because it was discharged in such and such a way." But the acknowledgment was equally ineffectual if it were accompanied by a refusal of payment; for in such a case it was evident no promise to pay could be implied (*A'Court v. Cross*, 3 Bing. 328). So if there were an acknowledgment with a conditional promise to pay, no absolute promise could be inferred by the law (*Tanner v. Smart*, 6 B. & C. 605). When the promise was to pay on a certain condition, or arrival of a certain time, it might give rise to a new action, in which the performance of the condition or the lapse of the period given must be proved (*Tanner v. Smart*, 6 B. & C. 603; *Humphreys v. Jones*, 14 M. & W. 1). From an acknowledgment which contained a statement of an intention to pay if able, no absolute promise could be inferred (*Fearn v. Lewis*, 5 Bing. 349). So an acknowledgment, leaving the existence of the alleged debt quite open, would not bar the operation of the statute (*Sponge v. Wright*, 9 M. & W. 629). And on the same prin-

ciple a letter "without prejudice" was not sufficient (*Hart v. Prendergast*, 14 M. & W. 741).

There must be an express promise, or an acknowledgment in such distinct terms that a promise might be inferred, and that promise or acknowledgment must relate to the debt claimed; for where it was *prima facie* sufficient to take the case out of the statute, evidence was nevertheless admissible to show that there was no such intention in the party making it (*Davis v. Cripps*, 12 M. & W. 159). Any acknowledgment to bar the statute must also be made before action brought; the legal effect of it being that it was a new promise (*Bateman v. Ruder*, 3 Q. B. 574). A new promise after action was evidently good for nothing, although there were decisions to the contrary, which were mentioned in the case referred to.

With respect to the agent duly authorised to make such acknowledgment or promise—an attorney instructed to make the best terms he could for his client, would possibly be an agent duly authorised to make such an acknowledgment as would bar the statute. It had been held under Lord Tenterden's Act that the admission of a debt by the authorised agent was not sufficient (*Burt v. Palmer*, 5 Esp. 145), nor by a third person to whom the debtor referred the creditor for information respecting his demand (*Williams v. Jones*, 1 Camp. 364), nor by a wife who was accustomed to conduct her husband's business (*Anderson v. Sanderson*, Holt N. P. 91), nor by the debtor's counsel at the trial in his hearing (*Colledge v. Horn*, 3 Bing. 119). These persons would now probably be agents within the meaning of the statute, if the words had been, as in the 3 & 4 Will. 4, cc. 27 & 42, "or his agent," but the very precision of the words of the section of the Mercantile Law Amendment Act, in defining the agent who might make an acknowledgment to be one duly authorised to make such acknowledgment or promise, would call upon the courts for a strict interpretation.

Lord Tenterden's Act expressly provided that in the case of several joint contractors, or executors, or administrators of a contractor, one of them would not lose the benefit of the statute by the written acknowledgment of another; but, at the same time, it enacted that nothing should alter, take away, or lessen the effect of any payment of any principal or interest made by any person. Before this statute part payment of a debt revived the claim as to the residue (*Whitecomb v. Whiting*, Dougl. 652); part payment had the same effect since the statute (*Wyatt v. Hodson*, 8 Bing. 309): the reason being, that such part payment was evidence for the jury of a fresh promise (*Gowan v. Forster*, 3 B. & Ad. 511), and the fact that such payment, like any other fact, might be proved by parol evidence (*Cleave v. Jones*, 6 Ex. 573.)

Part payment to an agent of the creditor would take the case out of the statute (*Meggison v. Harper*, 2 Cr. & M. 322), and it was not necessary that the payment should be in cash. If, for instance, goods were given and taken in part payment of the debt, this would be sufficient to revive the claim (*Cottan v. Partridge*, 4 M. & G. 271). But the part payment must appear by the facts to have been in part payment of the original debt in question. If it were doubtful whether it was a part payment of an existing debt, or a payment generally, it would not have the effect of barring the statute (*Waugh v. Cope*, 6 M. & W. 824; *Burkill v. Blanchard*, 3 Ex. 89). The part payment must in all cases be made under circumstances which would warrant a jury in inferring therefrom a promise to pay the residue—this being the promise which the law implied from the fact of payment. If, therefore, it appeared that when the defendant made the payment he clearly intended to pay the whole debt in full, this payment would not operate as a mere promise to pay, and would not revive the plaintiff's claim as to the residue of the debt (*Foster v. Dauber*, 6 Ex. 839). Where a party, on being applied to for payment of a debt, paid a sovereign, and said that though he owed the money he would not pay it, it was held to be a question for the jury whether he intended thereby to refuse payment, or merely spoke in jest (*Wainman v. Kynman*, 1 Ex. 110). Striking a balance of accounts converted the set-off into a part payment, and took the case out of the statute (*Worthington v. Grimsditch*, 7 Q. B. 479).

Payment of interest, where the debt consisted or was composed of principal and interest, had the same effect (*Sims v. Bruton*, 5 Ex. 802), even when made by an agent (*Jones v. Hughes*, 5 Ex. 104); and as the debt, being kept alive by part payment of principal or interest, must also be kept alive as to all the persons who were liable in payment of it, part payment of principal or payment of interest by one of several joint debtors or contractors had hitherto had the effect of preserving the remedy against all the joint debtors or joint contractors, and this

although the payment was not made until after the six years had elapsed (*Channell v. Ditchburn*, 5 M. & W. 494); and the part payment had had this effect, even when it appeared that it was made by one of several joint debtors in fraud of the others, and in expectation of immediate bankruptcy (*Goddard v. Ingram*, 3 Q. B. 839). It was doubtful whether a payment by one executor in his representative character, but without any express authority from his co-executors, would take the case out of the statute (see the cases referred to in *Sholey v. Walton*, 12 M. & W. 510). But the question was no longer of any practical interest or importance; for the 14th sect. of the Mercantile Law Amendment Act had completely altered the law as to part payment. Lord Tenterden's Act expressly provided that, in the case of several joint contractors, or executors, or administrators of a contractor, one of them should not lose the benefit of the statute by reason of the written acknowledgment of another. It specially preserved the effect of a part payment; consequently, while the acknowledgment of one of several joint contractors, or executors, or administrators of a contractor, had no effect in barring the operation of the statute against the others, a joint payment had that effect. This anomaly had now been removed, and no co-contractor or co-debtor, executor or administrator, would lose the benefit of the statute of James I., or of the specialty limitation act—the 3 & 4 Will. 4, c. 42, s. 3—by reason only of the payment of any principal or interest by any other or others of such co-contractors, co-debtors, executors, or administrators.

The fourth head of the subject of the Statutes of Limitations comprised the four years' limitation applicable to actions for assaults, menaces, battery, wounding, or imprisonment, and the two years' limitation in actions for verbal slander—periods of limitation, the pleading of which was almost unknown in practice—for the very obvious reason, that a jury would not think much of a complaint for slander which was two years old, or give large damages for an assault sustained four years before action. [The previous lectures on this subject will be found at pages 57, 104, 159, and 218, ante].

Law Amendment Society.

FOURTEENTH SESSION—TENTH GENERAL MEETING.

MARCH 2nd, 1857.

Mr. COOKSON took the chair, at eight o'clock.

Amongst the others present were—Mr. Pitt Taylor, Mr. Hawes, Mr. Tudor, Mr. F. Hill, Mr. Edgar, Mr. Pritchard, Mr. G. B. Allen, Mr. H. F. Bristowe, Mr. Nugent Ayrton, Mr. Napier Higgins, Mr. Trower, Mr. C. Clarke, Mr. G. Harris, &c.

The CHAIRMAN stated that the first business in the notice for the evening was the reading of a paper by Mr. Nugent Ayrton on Titles to Land, but as the Report of the Registration Commissioners would shortly appear, the Council were of opinion that the reading of Mr. Ayrton's paper should be deferred until after the Report had been made.

Mr. AYRTON expressed his acquiescence in this arrangement. The report of the committee on testamentary jurisdiction, and the resolutions contained therein, were the subject of discussion.

Mr. PITT TAYLOR said the report itself, and the three first resolutions in it, having been adopted at a former meeting, he would move that the fourth resolution be adopted, that barristers as well as advocates, and attorneys as well as proctors, should be admitted to practise in the new court recommended in the report.

Mr. PRITCHARD contended that the permission sought to be given for throwing open the ecclesiastical courts as suggested, would be productive of serious inconvenience and incalculable evils. The emoluments now derived from practising in the Admiralty and ecclesiastical courts were barely sufficient to act as an inducement for men of talent to devote themselves to these particular branches of the law; and if these inducements were still further limited by adding to the number of those who practise in those courts, it would be the means of preventing competent men from devoting their talents and energies to them. He moved an amendment to the effect that the present practice relative to proctors and advocates be maintained; but that members of the other bars should be allowed to go into the ecclesiastical courts when specially retained.

Mr. LONGDEN seconded the amendment.

Mr. BRISTOWE supported the resolution. He was convinced that the proposition enunciated by his friend Mr.

Pritchard was a most fallacious one, and that the business of the new court would be just as efficiently performed if thrown open, as it is now that it is monopolised by a comparatively few individuals.

Mr. HIGGINS argued in favour of a division of labour in the law, as well as other professions, as being better calculated to insure justice to the suitor. He certainly was not yet convinced from anything he had heard that evening, that any great advantage would arise to the suitor from any change in the manner proposed.

Mr. PITT TAYLOR, in support of the original proposition, said if it was true, as was contended, that the business of the ecclesiastical courts was of such a peculiar nature, and had been done so efficiently by those who now have the monopoly in them, there would be nothing to fear on the part of those gentlemen from throwing open the business of those courts to all who chose to practise in them. Suitors would naturally go to those who would transact their business in the most efficient manner, and, as in the other branches of the law, inefficient men would have no inducement to follow a practice which would afford them no remuneration. He urged the extreme hardship upon the public of being obliged to have recourse to two sets of agents, attorneys and proctors, to do that which ought to be performed by the former; and he believed this was the real cause of the agitation against the present system of procedure in connection with testamentary business.

Some further discussion took place, in which Mr. Fred. Hill, Mr. Clarke, Mr. Edgar, and other gentlemen took part. The resolution and amendment were then put to the meeting, and the former was carried.

Another resolution was also discussed as to the judges and officers which should constitute the new court, but the subject was adjourned.

Parliamentary Proceedings.

HOUSE OF LORDS.

Tuesday, March 3.

DIVORCE AND MATRIMONIAL CAUSES BILL.

The LORD CHANCELLOR, in moving the second reading of this bill, said, that with one or two variations, it was substantially the same bill as that which had passed their Lordships' House last session. Some years ago a royal commission was issued to inquire into the subject of divorce, and make any suggestions which would enable the legislature to get rid of the anomaly of private acts of parliament for dissolving marriages in cases of adultery. The commissioners recommended that the custom of obtaining private acts of parliament in cases of divorce *à vinculo matrimonii* should be abolished, and a court constituted, in which when the circumstances now required to be proved in order to obtain a bill of divorce in this house, were proved before that tribunal, it should have power to grant a divorce *à vinculo matrimonii*. In pursuance of these recommendations he prepared the bill of last session, which, having been read a second time, was referred to a select committee. A noble and learned friend (Lord Lyndhurst) made a motion in the select committee for extending the relief of the bill to married women divorced only *à mensa et thoro*, and not *à vinculo matrimonii*; and a clause was introduced to enable married women separated from their husbands by a decree of the Ecclesiastical Court, but not divorced *à vinculo matrimonii*, to have the privilege of single persons; so as to prevent their husbands returning to them and taking possession of any property they may acquire. The bill provided that a court should be constituted, consisting of the Lord Chancellor, the two Chief Justices, the Chief Baron, and the Dean of the Arches. The latter, an ecclesiastical judge, would be called the judge ordinary, and would sit for the ordinary purposes of the court; that is, he would have power to deal with all matters except divorces *à vinculo matrimonii*, just as the Ecclesiastical Court now did; but in all cases of divorces *à vinculo matrimonii*, and where it was sought to enable the parties to marry again, three of the judges of the court, of whom the Dean of the Arches was to be one, would be necessary to constitute the tribunal. The course of proceeding would be, that the witnesses would be examined orally, and the court would have power to send issues to be tried by juries. That was the outline of the bill as he now proposed to introduce it, except with a difference which he would proceed to state. After the bill had returned from the select committee, the Bishop of Oxford moved a proviso, which was carried, that in cases of divorce *à vinculo matrimonii*,

the adulterer should not be able to marry the adulteress. But he had left out that proviso, leaving it to their lordships to insert it if they thought fit. He objected to it, because it inflicted a great injury on the woman, and in ordinary cases would be a great boon to the adulterer, and in those cases in which a man of honour might be desirous of making all the reparation in his power to a woman he had injured, that clause entirely relieved, or rather prevented, him from doing so. There was another reason why it was not convenient that this proviso should be inserted in the bill: In the private acts in their lordships' house for the dissolution of marriages, such a proviso was always introduced, although it was invariably struck out in the other house. What reason, then, was there to suppose that such a proviso would be allowed to remain in a general bill, when it was regularly struck out by the other house in all particular private bills? That was one of the changes he proposed to make in the bill as it passed their lordships last year. There was another clause which he had introduced into the present bill, to legalise by enactment deeds of separation between husband and wife. Such deeds had been held to be valid by the courts; and Lord Cottenham on one occasion interfered, by injunction, to restrain a person who was a party to a deed of this kind from taking proceedings in the ecclesiastical court. He was aware that in the deeds in question their provisions were carried out by means of trustees. But if persons agreed to live separately, there was no difficulty in finding trustees by means of whom such a deed could be entered into; and it was substantially an agreement between husband and wife. He proposed that, without this complicated machinery, it should be lawful for persons to make such a deed, and registering it would make it valid in any of our courts; and he did not see why that should not be done directly which was already done indirectly. These were the only two differences between this bill and that of last year; and, having stated so much, he should move the second reading of the bill.

Lord LYNDHURST said the bill of last year, after having passed through a select committee, was passed by their lordships, and it went down to the House of Commons, where he believed it was only dropped in consequence of the lateness of the session. There had been a change in opinion on this subject since the passing of the bill of last session, which he thought was partly attributable to the Bishop of Oxford, who, while he supported the second reading, at the same time stated a circumstance which he (Lord Lyndhurst) was afraid had made a considerable impression, not only on their lordships, but out of doors—viz., that one of the most eminent fathers of the church (St. Augustine), after considering the question during the greatest part of his life, had not made up his mind as to the propriety of granting divorces. Now, he had looked into the voluminous writings of St. Augustine, and he must say that there was no doubt, that, so far from being unable to make up his mind as to the propriety of divorces, he made statements directly in support of the measure, and repeated them over and over again, to the effect that it was lawful to dismiss a wife for adultery. Remarriage was the point on which he declared that he could not make up his mind; to that alone, and not to the question of divorce in general, he supposed the Bishop of Oxford referred. But the authorities on the other side (which his Lordship cited) were overwhelming. Another class of objections had been made to the bill by noble and learned lords. It had been stated that granting bills of divorce had been the practice of Parliament for 150 years, and was equivalent to law. If, then, this practice of Parliament had obtained the force of law, it was asked, why should it be done away with? The answer was, that the remedy was confined to the wealthy, and those of comparatively small means were excluded from it. It was then asked, what were you going to do for the poorer classes? He would answer that it did not follow, because the tribunal proposed was composed of high personages, that the expense of resorting to it would be great; but he trusted the court would make such regulations as would cause its jurisdiction to apply to all classes of the public. He had heard it objected that this would promote immorality. He had come to a contrary conclusion. If they gave no remedy to people in a humble position of life what did it lead to? To brutal violence and to indifference. And what could be more fatal to morality than to withhold all remedy in cases of adultery? The committee, in their report, referred to the law of Scotland. In that country the remedy was not confined to the rich, but extended to the lowest orders, yet it produced no immorality. There was another part of the subject in which he felt a deep interest. In Scotland the law in regard to divorce was equally applicable to the husband as to the wife. There was no reason why it should not be the

same in England. He was justified in his opinion in this respect by the fact that by the ecclesiastical law and in the *Reformatio Legum* the husband and wife were placed on the same footing in regard to adultery. He proposed that the law as it existed in Scotland on this point should be the law in England, but the committee were averse to his proposition, and he abandoned it. There was, however, one alteration he was anxious to see introduced into the bill. He believed there were four cases of adultery in which, according to the existing law, divorce might be obtained; he wished to add a fifth. He thought where a husband, after a certain number of years, abandoned his wife, broke the marriage vow, and went to a distant country, and intentionally neglected her, that that should be a case for a divorce. In support of this proposition, he referred to the three objects contemplated by the marriage ceremony:—The procreation of children, and bringing them up in the fear of God; secondly, the prevention of sin; and thirdly, the reciprocal love and comfort in sickness and in health between the husband and wife—the mutual society to be maintained together. But, when the man—disregarding the duties thus imposed upon him, and disregarding the stern objects to which he had referred—abandoned his wife, went to a distant country, cut off all communication with her—could they say that under such circumstances it was just that she should continue to be bound by the obligation? Their lordships were, then, not to protect their own sex alone, they were still more bound to protect those who had no means of protecting themselves. There was a novelty in the bill to which he would now advert. The professed object of the measure was to enable parties to do that by a short course which they could only do, as the law stood, by an expensive and circuitous procedure. He doubted, whether, on this particular subject, it was desirable to adopt such a course. Such a clause, for the purpose of facilitating the voluntary separation of husband and wife, was in direct contravention to the policy of the law of England. To prove this, he would refer to the authority of Lord Stowell, who said, that his court (the Ecclesiastical Court) considered a private agreement for the separation of man and wife as an illegal contract, implying a dereliction of the stipulated duties which the parties had reciprocally entered into, and which they were not at liberty to determine; and then he added, that “the ecclesiastical courts, which the law had appointed to decide on all cases of matrimonial contract, had uniformly rejected such covenants as illegal.” Again, Lord Eldon said, “I consider a deed of separation to be contrary to the policy of the law.” He should explain that, when parties separated by mutual agreement, and the husband entered into a contract to provide sustenance to his wife, and to secure her interest through the medium of trustees, then the jurisdiction of the Court of Chancery intervened; but all the learned judges had, nevertheless, protested against recognising such agreements, on the ground that they were contrary to public policy. Lord Eldon, speaking of covenants arising out of such separations, quoted Lord Thurlow, who said, that whether such covenants could be made the foundation of an action at law had long been doubtful in his mind; and if he had been untrammelled by previous decisions he would never have recognised them as the foundation of suits in Chancery. It came to this—that the courts considered the agreement for the separation of a man and his wife to be contrary to public policy, inconsistent with the original contract of marriage, and, therefore, not to be recognised. But there might be something grafted upon these separation agreements which led to a different conclusion as to the auxiliary part of them; and all the judges had protested against the original separation, though they aided in carrying out that auxiliary part. Their lordships, he (Lord Lyndhurst) argued, should do nothing to facilitate these separations, which all men considered inconsistent with the law of marriage, and opposed to public policy. As the present law stood, such contracts were not binding on the wife. She might at any time, notwithstanding the existence of the agreement of separation, sue, in the Ecclesiastical Court, for the restitution of conjugal rights; and there was no instance of the Courts of Equity having pronounced against the right of the wife to institute such proceedings. His noble and learned friend said, that where there was such a covenant, he would leave the parties to their remedy at law—he would not interfere with the jurisdiction of the Ecclesiastical Court; but when he pretended to maintain the law and afford a cheap and ready mode of enforcing the law, he was, in point of fact, not maintaining the law, but essentially altering it. He thought, therefore, unless his noble and learned friend made large alterations in this clause, it would not pass the two Houses of Parliament. The Bishop of Exeter objected strongly to the centralisa-

tion of the jurisdiction in Middlesex, and enlarged upon the hardship which would be thus inflicted upon poor suitors residing in Cornwall or Cumberland. He was of opinion that their lordships ought to take a much larger view of the subject than had been hitherto done. If they intended to take the Scriptures as the basis of their legislation, they should call in some eminent divines to council. The subject of matrimony was once taken up by a very wise sovereign—Constantine the Great—who called eminent divines to council, and the scheme they devised was incomparably better than anything that had been promulgated since. That system lasted for 120 years until the of Theodosius, who suppressed it. He saw no longer in the bill the clause for removing that foul blot on the English law, the action for criminal conversation. Surely the law must provide some remedy for injured men against the wrong of the seducers. Having again recommended the reference of the bill to a commission composed partly of clergymen, he concluded by moving that the bill be read a second time that day three months.

Lord St. LEONARDS said, his right rev. friend objected to a central court, but did he want a roving commission, or stationary courts studded over the country? He (Lord St. Leonards) wished to see the poor man put on the level with the rich man as regarded the law; but he did not wish to see such facilities given as would enable a man and woman to rush into court on a slight dispute, the same as if they were contending for some ordinary demand. He feared that under any arrangement the poor man would find the expense embarrassing; but it should be understood that it was not impossible for him to get redress in Parliament. If he were really poor he might sue in *forma pauperis*, and there were many cases in which justice had been administered in that way. In lieu of the disgraceful action for damages, he would make adultery a misdemeanor, punishable by a fine, and he would make that fine a Crown debt, and the power of prosecution he would give to the injured husband. He would give to the deserted wife power, after two years abandonment, to sue for a divorce, by which means her earnings would be protected from the rapacity of an unprincipled husband. But his noble and learned friend had proposed that a man and a woman might, by a common deed, separate for ever with as little ceremony as if they were disposing of an acre of land. At present a man and his wife could not, except with great difficulty, and in a course prescribed by law, relax the tie of marriage. To effect this, it was necessary to apply to some friend to indemnify the husband against the wife's debts. Now a man did not readily subject himself to such liabilities, and the person to whom the wife would be obliged to apply was generally a near relative. The result of this application would be most probably, in the first instance, an attempt on the part of the relative to reconcile the parties. The benefit of this would be entirely lost if the present measure were to pass. But there was in the bill a grave and important omission,—viz., with respect to the children of parties separating. These were not even mentioned. Some provision ought certainly to have been made to meet so important a matter, and that the more especially when it was proposed to do away with the indemnification by the wife's trustee. There was but one other point to which he would refer, the constitution of the new court of divorce. This court was to be a combination of others, and to it as such he certainly had many objections.

The Bishop of OXFORD said, it seemed to him that the object of the Legislature should be to surround marriage with every fence and safeguard which prudence could devise; but the bill before the House proceeded upon a totally contrary principle. At present, persons desirous of separating were viewed as in an anomalous and not very creditable position. It was not through the law, but rather by feints of law, that they were enabled to gain their end. But this measure would give them the means in law of gaining their object, it would legalise that object, and give to the parties a status in society which they did not at the present moment possess. It was said that the present law was unequal, and that it could only be acted upon by the rich. Could a poor man bring his case before this Court of Divorce? True, he might sue in *forma pauperis*; but there were many who being worth more than £5, would yet not be sufficiently wealthy to carry their cases before this court. And, with regard to the very poor, what guard was there against the most corrupt collusion being practiced between the man and wife? Amongst the wealthier the loss of character and position which a woman suffered in cases of divorce was sufficient to prevent her from becoming a colluding party, in order to the obtainment of a divorce; but in the poorer classes

that check was wanting. He should also strenuously oppose the measure, because it contained no provision for amending that disgrace to our law—the action for crim. con. It had been said that this bill was justified by the law of foreign countries, but this he denied. The French law said:—"Marriage does not subsist for the spouse alone, but for the children and for society; it is in its essence permanent, and we cannot fix a term to it." It was because he believed that this bill tended to unsettle men's minds on this momentous subject, that he gave it his strenuous opposition.

Lord WENSLEYDALE confessed that he had some misgiving upon that part of this measure which had for its object to give the right of granting divorce to a new tribunal. He thought it was hardly a fit thing to give to a court of law the right of giving a relief which Parliament could at present alone afford. When it was said that on the score of expense a new system ought to be introduced, he could not altogether satisfy himself where that system was to stop; for it might be said that justice should be brought to every man's door, and that the county courts ought to have jurisdiction in these cases. But the evils of such a state of things were patent to all.

The Earl of DERBY said that he entertained the greatest possible objection to the substitution of a legal court for the present tribunal. But that substitution was the very essence of the measure. The great and crying evil of the present system was, that it gave an immense advantage to the rich over the poor; and that, practically, it was only the rich who could obtain redress. The chief object of this bill was to do away with this exceptional course of proceeding, and to provide for the bringing of every case on its own merits before a judicial tribunal. He (the Earl of Derby) considered that though marriage was the highest and holiest of human ties, yet it was at the same time, by the law of God as well as the law of man, dissoluble for certain prescribed causes. What the legislature should do was to lay down the causes plainly, and then leave it to the highest judicial tribunal that they could have to decide in each particular case whether the alleged cause had been made out. He thought that no bill should be allowed to pass which did not include the abolition of actions for criminal conversation. He knew not on what ground the committee of last session rejected the proposition to connect with that abolition the power of imposing a penalty. In the ordinary course of criminal procedure, there was no hesitation in imposing a penalty on a person who had robbed another of the most trifling sum of money; but when the happiness of a whole family had been blasted, and the reputation of children endangered by the criminal act of a heartless friend, the law of England said that the wrong inflicted should not be visited with any penal consequences beyond the payment to the injured party of a paltry and miserable compensation in the shape of a sum of money. He admitted that nothing could be more absurd than to attempt to make men moral by act of Parliament; but might not the criminal law step in, not for the purpose of producing morality in individuals, but for the purpose of checking outrages on society, and grievous injury to its members? He did not see why, in such cases, it should not be in the discretion of the judge to inflict both fine and imprisonment on the offender; for if fines alone were imposed, rich offenders might enjoy impunity and poor ones be imprisoned for an almost indefinite period. Temptations to robbery, to burglary, and to violence were not temptations which beset the higher orders of society, while the crimes of licence and adultery were crimes to which they were, to say the least, as liable as the poor; and yet the criminal law was at present more indulgent to the one class of offences than the other. He objected to the seventeenth clause, on the ground that it tended to give additional facilities for separation between married persons without the advice, control, assistance, or restraint of friends, and without the intervention of forms which would give time for consideration, and for the passions to cool down. By the fifteenth clause it was provided that a wife might present a petition praying for a divorce *à mensâ et thoro*, if she were prepared with proof of desertion by her husband. He thought that provision went too far, and that the wife should only be entitled to that remedy after the desertion had been continued for a considerable period. Though he should vote for going into committee, he would not support the bill on the third reading, unless in the interval some of the most objectionable clauses were struck out, and others inserted which were, in his opinion, absolutely necessary to place the law on a satisfactory footing.

The Marquis of LANSDOWNE said he utterly denied that this bill was calculated unduly to facilitate divorce, and

to render the law of marriage more lax. He did not deny that there were likely to be a much greater number of divorces under this bill than were obtained at present; but, he must say that the evils arising from the want of the power of obtaining a divorce—the vice and misery which ensued—were much greater among the lower than among the upper orders of society. The fact of the wife's living in a state of adultery or incontinence often lead to drunkenness, which was the greatest bane of the lower orders of society. With regard to the seventeenth clause, which gave power to separate by agreement, he entirely agreed that it was most desirable that it should receive modifications. He thought that a considerable period should be allowed to elapse after the parties had signified their wish to separate before the act of separation obtained the sanction of legal forms. There was a precedent for such a regulation in France. Of the principle of the clause he certainly approved; and, as regarded the interests of children, he was convinced that they would be much better secured under a separation regularly entered into, subject to contracts to be enforced by the tribunal which it was proposed to institute, than they could possibly be while the children were exposed to the matrimonial differences of parents who were half separated, or who, if they lived together, were constantly exhibiting mutual dislike.

Earl GREY wished to explain that if he felt bound to vote for the amendment it was not because he was an advocate for the existing state of things; on the contrary, he considered it disgraceful to the country. If he thought that this bill would be a real reform in the law, he would vote for the second reading; but he was persuaded that to read a second time an immature and undigested bill was not the way to get such a reform. He would vote for the amendment, on the ground that the bill was defective, and that it could never be a real and perfect measure.

Lord REDESDALE said that it was impossible to pass any law which would satisfactorily deal with the question of divorce *à vinculo matrimonii*. He urged that the present exceptional state of the law was the only one that ought to be retained, and any attempt to give further facilities to divorce would create a revolution in the domestic happiness and the social institutions of this country; and it was absurd to suppose that the extent to which those facilities would go would not far exceed hereafter those which were now proposed by this bill.

The LORD CHANCELLOR, replied in detail to the objections which had been made to the bill in the debate, arguing that the proposed tribunal would give facilities as great to the poorer classes for obtaining the remedy it was desired to give as most other courts, except perhaps the county courts, to which tribunals no one would have ventured to commit the question of divorce. He defended the nineteenth clause, giving a power to married persons to separate by means of a deed; but he admitted that it would be desirable to surround the provision of the clauses with some greater securities, which he would endeavour to suggest in committee. With reference to the action for criminal conversation, if the rule in their Lordship's House which required a verdict in such an action before granting a bill for divorce was abolished, actions of that kind would die a natural death.

Their Lordships then divided—For the second reading—Contents, 25; non-contents, 13; majority, 15. The bill was read a second time.

Thursday, March 5.

PROBATE AND LETTERS OF ADMINISTRATION BILL.

This bill passed through committee *pro forma*, and was ordered to be re-printed.

HOUSE OF COMMONS.

Wednesday, March 4.

COURT OF CHANCERY, IRELAND (TITLES OF PURCHASERS) BILL.

Mr. WHITESIDE, in moving the second reading of this bill, said, its object was to secure the title of purchasers of estates under judicial sales of the Court of Chancery in Ireland. At present the court had power to decree land to be sold and conveyed, but had not the power to give what was called a Parliamentary title. Many estates were sold in the Court of Chancery which could not be sold in the Encumbered Estates Court, and he did not see on what principle they could refuse to a court which had the authority to decree a sale the power of affording a purchaser the same indefeasible

ble title which was given under the Encumbered Estates Act.

Mr. J. D. FITZGERALD opposed the bill, on the ground that it was calculated to undermine one of the most beneficial institutions which that House had ever conferred upon Ireland. Six or seven years ago the Encumbered Estates Court was established in that country, and had worked well. He thought, however, that they might dispense with that court; but great caution would be required in determining to what tribunal the authority of selling encumbered and un-encumbered estates should be committed; and, in his opinion, the Court of Chancery ought not to be intrusted with that power until it had been completely reformed. By the act of last session the Court of Chancery in Ireland had now the power to reform itself, and if it did not, then it would be the duty of Parliament to do it. The bill would perpetuate the Masters in Chancery, whose continuance had been almost universally condemned; and it would devolve the responsibility of the judge in very important matters on some conveyancing counsel. He would not oppose the second reading, but would reserve his opposition to the next stage.

Mr. G. BUTT and Mr. MACARTNEY supported the bill.

Sir E. PERRY moved that the bill be read a second time that day six months.

Mr. S. FITZGERALD thought it was absolutely necessary that some court in Ireland should have the power of giving an indefeasible title to unencumbered property. There were some portions of the bill which might be amended; but in so far as it would enable unencumbered property to be bought and sold with the same facility as encumbered estates it was deserving the support of the House.

Sir E. PERRY withdrew his amendment, and the bill was read a second time.

Thursday, March 5.

JUDGMENTS EXECUTION BILL.

Mr. CRAWFORD withdrew the bill in consequence of the approaching dissolution of the Parliament; but expressed his determination, if he had a seat in the next Parliament, to re-introduce it with the amendment of the Attorney-General.

PRIVATE BILLS.

Mr. DEEDES wished to know from Sir G. Grey what course the Government intended to take with regard to the private business, which was at present in such a state that the abrupt termination of the session would cause the greatest inconvenience and expense to the parties concerned. On a former occasion of a similar nature the House had come to a resolution to this effect,—"The promoters of all railway bills in the present session shall be empowered on the second reading, or on the completion of any subsequent stage of such bill, or when the bill has been referred to a select committee, but the case for the promoters has not been opened, to abandon any further proceedings in the present session, with the option, under the following conditions, of proceeding with the same bill, in the next session of Parliament, at the same stage at which it shall have been suspended." Then followed certain conditions under which this privilege was to be allowed. If the Government would propose on this occasion any such resolution as this, and if that were their intention, he hoped its terms would be extended so as to include all private bills.

Sir G. GREY replied that it was the intention of the Government to propose to both Houses of Parliament a resolution similar in substance to that which he (Mr. Deedes) had read.

Private Bills before Parliament.

BILLS PETITIONED AGAINST.

The time has expired for petitioning against all Bills which were read a second time, on the 20th, 23rd, 24th, and 25th of February. The following Bills were petitioned against.

[EXPLANATION.—The first column shows the number of the Bill on the alphabetical list; the second column shows the number of Petitions presented against it.]

No. of Bill on List.	No. of Petitions.	No. of Bill on List.	No. of Petitions.
8	2	89	4
11	1	105	2
26	2	138	6
30	1	150	8
39	5	162	2
43	3	192	9
48	5	204	3
57	1	215	5
61	4	233	2
70	5	242	1
72	3	247	2

Petitions (too late) were presented against 19, 20, and 22 respectively.

The Bills which were read a second time on any of the above days, up to the 25th of February inclusive, and which do not appear in the above list, are unopposed, and will be referred to the Chairman of Ways and Means.

COMMITTEE OF SELECTION.

The members are appointed to the following groups. The names of the groups were given in our last number.

Group. Members of Committee.

A. Mr. Barrow, Chairman Mr. J. C. Ewart, Liverpool Mr. Tomline Mr. Herries Mr. Biggs	To meet on Thursday, March 12, at 1. Dumbarton Water will be taken first.
B. Mr. F. North (Hastings), Chairman Colonel Harcourt (Isle of Wight) Mr. Brockman Mr. Bagshaw Mr. Macgregor	To meet on Tuesday, March 10, at 12. Sunderland Gas & Burslem Gas will be taken first.
C. Mr. Packer, Chairman Mr. J. K. King (Herefordshire) Mr. Ponsonby Mr. Wells Mr. Dent	To meet on Tuesday, March 10, at 1.
D. General Peel, Chairman Lord Lovaine Captain Bunbury Captain Stuart Mr. Langworthy	To meet on Tuesday, March 10, at 1. Brighton, &c., Water will be taken first.
E. Mr. Ker Seymour, Chairman Mr. Byng Mr. Dilwyn Mr. Saunders Davies Mr. Charles Paget	To meet on Thursday, March 12, at 1. Birkenhead Docks (Construction), Birkenhead Docks Management, will be taken first.

UNOPPOSED BILLS.

Names of Bills.	Names of Committee.	Time.
Guildford Gas	Mr. Mangles	Thursday, March 10, at 2 o'clock.
Meriton and Hagen Sufferance Wharf	Mr. Oliveira	Thursday, March 12, at 2 o'clock.
Reversionary Interest Society	Mr. Butler	Thursday, March 12, at 2 o'clock.
Willenhall and Wolverhampton Gas	Mr. Thorneley	Thursday, March 12, at 2 o'clock.
Bedale and Lyburn Railway, Wycliffe Railway, Dublin and Wicklow Railway.	Mr. Thorneley	Thursday, March 12, at 2 o'clock.
Mallow and Fernoy Railway and Great Southern and Western Extension	Mr. Thorneley	Thursday, March 12, at 2 o'clock.
Great Southern and Western Railway (Capital)	Mr. Thorneley	Thursday, March 12, at 2 o'clock.
Great Yarmouth Pier	Sir Edmund Lacon	Thursday, March 12, at 2 o'clock.

N.B. The Chairman of Ways and Means and Mr. Duncan (Aberdeen) will, in each of the above cases, sit with the member whose name is placed opposite the bill.

Committee appointed on Unopposed Bills.—March 3.

North Eastern Railway (Capital).....	Mr. Thorneley	Thursday, Mar. 12, at 2.
Chester Water.....	Earl Grosvenor	Tuesday, Mar. 17, at 2.

N.B. Chairman of Ways and Means and Mr. Thorneley will sit also.

Opposed Bills.—Railways.

Group.	Name of Committee.	Time of Meeting.	Bill to be considered first.
2.	Sir Erskine Perry, Chairman Lord Robert Cecil Colonel Buck Mr. H. Gore Langton Sir Andrew Agnew	Thursday, March 17, at 11 o'clock.	Herne Bay to Faversham.
9.	Earl of March, Chairman Mr. Lockhart Major Knox (Dungannon) Mr. W. Wyndham (South Wilts) Mr. G. F. Heneage (Lincoln)	Tuesday, March 17, at 12 o'clock.	Ely Tidal Harbour and Railway, Ely Valley Railway.

Other Private Bills.

K. Mr. Hutt, Chairman Mr. Hutchins Mr. Heyworth Mr. Alderman Cubitt	Tuesday, March 17, at 12 o'clock.	New River Company, Bury Gas.
G. Sir William Clay, Chairman Mr. Fellows Mr. Bagge Sir Joseph Paxton Mr. Swift	Thursday, March 19, at 1 o'clock.	Portsmouth Water.

Groups F and M will meet the week commencing March 23.

The Committee of Selection have made the following alteration in the Groups already formed:—

GROUP F.

They have added the

West Somerset Railway { Group F, which was repealed, will now consist of these two bills, and the West Somerset Mineral Railway { Watchet Harbour Railway Bill, which have been referred to them by the order of the House of the 2nd March.

GROUP M.

They have withdrawn the Stratford-upon-Avon Gas and Lowestoft Water, Gas, and Market, and have added New Brunswick and Canada Railway and Land Company and South Staffordshire Water.

Mr. Wilson Fatten stated (March 6) that all private business, as regards committees on opposed bills, would be suspended until another Parliament was appointed. Unopposed bills would go on as usual, until the dissolution.

SELECT COMMITTEE ON STANDING ORDEES.

February 27, 1857.

The following cases were decided by the Standing Order Committee, and reported:—

1. In the case of the *Mallow and Fernoy Railway*—Petition of Sir Edward

- M'Donnell and Francis Bernard Beamish.—Standing Order No. 140 to be dispensed with, on the Committee on the Bill think fit.
- Torquay and St. Mary Gas*.—Standing Orders dispensed with, unconditionally.
 - Birkenhead, Lancashire, and Cheshire Junction Railway*.—Standing Order No. 109 dispensed with, in respect of the petitions of the trustees of R. Smith and Others, and of William Potter. Parties allowed to be heard, although petitions were presented after time.
 - Great Northern Railway*.—Leave given to deposit a petition for a bill.
 - Belfast Improvement*.—In this case the notices were inserted after the time. Leave given to the Examiner to inquire and report whether such notices correctly state the objects of the Bill. The parties who appeared against the petition, before the Examiner, may appear again on the question of the sufficiency of the notices.

March 3, 1857.

- Liverpool Town and Dock Dues (St. Helen's Canal and Railway)*.—Petition for leave to deposit a Bill. Standing Orders dispensed with. Parties permitted to deposit a petition.
- Belfast Improvement*.—Standing Orders dispensed with, and parties allowed to proceed.

HOUSE OF LORDS.

PRIVATE BILLS.

Resolved—"That no private Bill be read a second time after Tuesday, the 7th day of July next.

"That no Bill, confirming any provisional order of the Board of Health, or authorising any inclosure of lands under special report of the Inclosure Commissioners for England and Wales, shall be read a second time after Tuesday, the 14th day of July next.

"That when a Bill shall have passed the House with amendments, these orders shall not apply to any new Bill sent up from the House of Commons, what the Chairman of Committees shall report to the House, is substantially the same as the Bill so amended."

P.S.—This probably will be moved again in a new Parliament. There is no doubt that on the meeting of a new Parliament, resolutions will be passed which will enable the promoters and opponents of Bills to renew proceedings at the stage at which the Bills were dropped previous to the dissolution; so that in the event of Bills going through the formal stages again, no advantage will be allowed to either party which they do not at present enjoy.

COMMITTEES ON PRIVATE BILLS.

March 3, 1857.

- Cornwall Railway (passed).
- Exeter and Exmouth Railway (passed).
- Inverness and Nairn Railway (adjourned till March 10).
- Price's Patent Candle Company (passed).
- Waterford and Tramore Railway (adjourned till March 12).
- Whitehaven, Cleator, and Egremont Railway (passed).

March 5, 1857.

- Peebles Railway (adjourned till March 10).
- Scottish Central Railway (passed).
- Electric Telegraph Company (adjourned till March 10).
- South Devon Railway (passed).

GENERAL COMMITTEE ON RAILWAY AND CANAL BILLS.

[As the Railway and Canals Committee have made some alterations in their provisional list of groups previous to the publication of their first report, we subjoin same in substitution of the report published last week.]

Read 2nd time.	ENGLAND.	Read 2nd time.	ENGLAND.
	No. 1.	Feb. 11. Portsmouth.	No. 1.
	Metropolitan.		Ringwood, Christchurch, & Bournemouth.
	South London.	" 10. Lewes and Uckfield.	
	West London and Crystal Palace.	" 6. Eastern Counties (Exten.)	
Feb. 16.	Westminster Term. (Clapham to Norwood Aband.)	Feb. 13. Tilbury, Maldon, and Colchester.	
	West Metropolis & Thames Embankment.	" 25. East Suffolk.	
	Richmond and Kew Exten. No. 2.	" 16. Norwich and Spalding.	
(To meet on March 17, at 1.)		" 7. Conway Valley.	
Committee.—Sir Erskine Perry (Chair), Lord Robert Cecil, Col. Buck, Mr. H. Gore Langton, Sir Andrew Agnew.		Feb. 23. Newtown & Machynlleth. St. George's Harbour and Ry. Act (Amendment).	
Feb. 24. East Kent (Strood to St. Mary's Cray.		" 20. Cwm Amman.	
" 16. Herne Bay and Faversham.		" Birkenhead, Lancashire, & Cheshire Junction. (Steam Boats, &c.)	
" 25. Mid-Kent (Croydon Extn.)		" 8.	
" 26. Mid-Kent and South Kent.		(To meet on March 17, at 1.)	
" 16. S.-Eastern (Greenwich Junction to Dartford).		Committee.—Earl of March (chair), Mr. Lockhart, Major Knox, Mr. W. Wyndham, Mr. F. G. Henegage.	
" 24. Thames and Medway. No. 3.		Ely Tidal Harbour and Ry.	
Feb. 11. Reading Railways Junction.		Feb. 11. Ely Valley.	
" 16. S.-Eastern (Reading Junction).		" 24. Newport, Abergavenny & Hereford (Extensions).	
" 11. Gt. Western and Brentford.		Rhymney.	
" 23. Wimbledon and Dorking. No. 4.		" 10. Taff Vale.	
Aldershot.		" 9.	
Feb. 13. Bristol and South Wales and Southampton Union.		Feb. 23. Bournemouth and Essendine.	
" 11. Dorset Central.		" 16. Manchester, Sheffield, and Lincolnshire (Railway to Romilly, &c.)	
" 10. London and South-Western (Acts Amendment).		Manchester, Sheffield, and Lincolnshire (Railway to Buxton, &c.)	
Southampton, Bristol, and South Wales.		Stockport, Disley, & Whaley Bridge (Extension).	
Salisbury and Yeovil. No. 5.			
Stratford-upon-Avon Mid-Sussex.			

Read 2nd time.	IRELAND.	Read 2nd time.	IRELAND.
No. 10.	No. 16.	Feb. 18. Keith and Dufftown.	No. 16.
Feb. 16. Cannock Mineral. No. 1.		" Carlisle and Hawick.	
" 23. Cannock Mineral. No. 2.		" Bathgate, Airlrie, & Coat-bridge.	
" 11. North Staffordsh. (Bridge-water Canal).		" Monkland.	
" 23. Shropshire Union Canal Co., London and North-Western Railway Co., & Shropshire Union Railway Co.		" No. 15.	
" 16. St. Helen's. No. 11.		Feb. 11. Fife and Kinross.	
Feb. 10. Blackburn (Extensions).		" 11. Kinnross-shire.	
" 23. Doncaster and Wakefield. South Yorkshire & North Lincolnshire Junction.		" 10. Leslie.	
" 10. Oldham, Ashton & under-Lyne and Guide Bridge.		" 16. West of Life Mineral (Ext.) Caledonian (Running Fns, &c.)	
" 12.		" 11. Caledonian (Lines to Granton).	
Feb. 10. Lancaster, Carlisle and Ingleton.		" 16. Edinburgh, Perth, & Dundee.	
" 11. North-Western.			
" 23. Coniston.			
" 10. Whitehaven and Furness Junction. (Incrs. of Capital). British & Irish Grand Junction.			
" 13.			
Feb. 11. Blyth and Tyne.			
" 24. North-Eastern (Lancaster Valley).			
" 16. North-Eastern & Hartlepool Dock and Railway.			
" 16. West Hartlepool Harbour and Railway, & North-Eastern Ry. (Amalgam.)			
SCOTLAND.			
No. 14.			
Feb. 23. Banff, Macduff, & Turriff.			
" 18. Banff, Forres, & Strathisla. Deeside (Extension).			

Births, Marriages, and Deaths.

BIRTHS.

- PASHLEY.—On Mar. 3, in Manchester-square, the wife of Robert Pashley, Esq., Q.C., of a son.
- SANKEY.—On Feb. 26, at Canterbury, the wife of Herbert Tritton Sankey, Esq., solicitor, of a son.
- SHEGOG.—On Feb. 28, at Great Charles-street, Dublin, the wife of Wellington Shegog, Esq., solicitor, of a son.
- WISE.—On Nov. 12, at Sydney, N.S.W., the wife of Edward Wise, Esq., barrister-at-law, of a son.

MARRIAGES.

- ANDERSON.—ABBOTT.—On Jan. 17, at Allahabad, India, John Grattan Anderson, Esq., late of H.M. 37th Regiment, second surviving son of Lieut.-Col. H. Anderson, of Fort Amherst, Chatham, to Alice Morgan, only daughter of William Abbott, Esq., jun., of Doctors'-commons.
- HOWARD.—BOWES.—On Feb. 24, at St. Philip's, Dublin, by the Rev. Thomas Griffith, M.A., of Ram's Episcopal Chapel, Homerton, John Morgan Howard, Esq., of the Hon. the Middle Temple, the eldest son of John Howard, Esq., of Swansea, solicitor, to Ann, third daughter of the late George Bowes, of Homerton, Middlesex, Esq.
- MONK.—KEELL.—On Feb. 7, at St. Margaret's, Westminster, by the Rev. Mercer Davis, William Monk, Esq., eldest son of William Garrow Monk, Esq., late Judge in the Madras Presidency, to Ellen, youngest daughter of the late Mr. Henry Keell, of Greenwich.

DEATHS.

- ANDREWS.—On Feb. 23, at Farnham, Surrey, Mr. Richard Andrews, solicitor, aged 52.
- HOFFMAN.—On Feb. 28, at Reading, John Hoffman, Esq., solicitor, aged 77.
- MARSHALL.—On Feb. 28, at 7 Newbie-terrace, Liverpool, Burnaby, infant son of Mr. Henry Marshall, solicitor, aged 8 months.
- PERRY.—On Feb. 17, at Reading, of consumption, Mary Elizabeth, only child of Mr. John Connorton Perry, of 181 Tooley-street, solicitor, aged 14 months.
- PORTAL.—On Feb. 27, at Clifford's-inn, William Anderson Portal, Esq., aged 76.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within 30 months.

- BARTHOLOMEW, WILLIAM, Hackney, Esq., and CHARLOTTE MARY BARTHOLOMEW, of Bruton, Somersetshire, spinster, £24 : 3 : 5 New £3 per Cent; claimed by said WILLIAM BARTHOLOMEW and CHARLOTTE MARY WRIGHT, wife of WILLIAM LIGHT WRIGHT, formerly CLAROTTE MARY BARTHOLOMEW.
- FAWCETT, WILLIAM, Liverpool, Ironfounder, GILBERT HENDERSON, jun., and ROBERT SILLAR HENDERSON, of the same place, Merchants, £285 : 14 : 4 Consols; claimed by said GILBERT HENDERSON, jun., the survivor.
- GRANT, WILHELMINA DAY MACDOWALL, Upper Seymour-street West, spinster, £211 : 2 : 4 Consols; claimed by WILHELMINA DAY MACDOWALL AITKEN, wife of Rev. ROBERT AITKEN, formerly W. D. MACDOWALL GRANT, spinster.
- PUDDICK, WILLIAM, Smithfield-bars, Gent., £25 Annuities; claimed by said WILLIAM PUDDICK.
- RUSSELL, WILLIAM, Holborn, shopman to J. Jones, optician, and ANN RUSSELL, his wife, £60 New 3 per Cent; claimed by said WILLIAM RUSSELL, the survivor.

SHAW, RICHARD, Fetter-lane, Printer, £50 New 3 per Cents; claimed by said RICHARD SHAW.
 SIFFKEN, ELIZABETH, Goldsmith's-place, Hackney-road, spinster, £20 Consols; claimed by ELIZABETH JONES, wife of JOSEPH JONES, formerly ELIZABETH SIFFKEN.
 SMITH, THOMAS, King-street, Goswell-street, Watchmaker, and WILLIAM ALLEN, AVEY-TOW, GROSVENOR-street, Plumber, £4 per annum Annuities, claimed by said WILLIAM ALLEN, the survivor.
 STANHOPE, CAROLINE, wife of the Hon. and Rev. FITZROY HENRY RICHARD STANHOPE, Trevor-square, Knightsbridge, Clerk, £100 New Annuities, and £470 Consols; claimed by said CAROLINE STANHOPE.
 STREET, STEPHEN, Sendheath, Surrey, Purser, R.N., £1,150, 3/10s. per Cents; claimed by SARAH STREET, spinster, surviving executrix of said STEPHEN STREET.
 TAYLOR, ELIZA CELIA ANN, a minor, DAVID DODD, Brick-lane, Spitalfields, drayman, and CELIA DODD, his wife, £25:6:6 New 3 per Cents; claimed by ELIZA CELIA ANN TAYLOR, formerly a minor, now of age, DAVID DODD, and CELIA DODD, his wife.
 TAYLOR, WILLIAM JOHN, a minor, DAVID DODD, Brick-lane, Spitalfields, Drayman, and CELIA DODD, his wife, £30:8 New 3 per Cents; claimed by said WILLIAM JOHN TAYLOR, formerly a minor, now of age, DAVID DODD, and CELIA DODD, his wife.
 THIRLWALL, Right Rev. CONNOP, Bishop of St. David's, and Rev. THOMAS LLOYD, of Gilgichen, Cardiganshire, Clerk, £260:19:9 Consols; claimed by the Right Rev. CONNOP THIRLWALL, Bishop of St. David's, and Rev. THOMAS LLOYD.
 YAPP, GEORGE, Sloane-square, Chelsea, Victualler, deceased, £1,200 Consols, claimed by SARAH HOLLOWAY, widow, late wife of SAMUEL HOLLOWAY, deceased, formerly SARAH YAPP, widow, administratrix of said GEORGE YAPP.

Dept of Kin.

Advertised for in the London Gazette and elsewhere during the Week.

BEST, WILLIAM (who died on April 7, 1823), Wilford, Chelmsford, Gent. His brother or sister living at his death, or their personal representatives, and the heir at law of the said William Best, to come in and prove their kindred, representation, or heirship, on or before Mar. 24, at V. C. Kindersley's Chambers.
 HALE, WILLIAM (who died in June, 1816), Carpenter, St. Albans. Next of kin living at the time of the death of his nephew John Hale, who died in Jan. 1855, to come in, on or before April 18, and prove their kindred at Master of the Rolls' Chambers.
 HOLDITCH, HAMNETT (who died on Nov. 11, 1831), King's Lynn, Norfolk, Gent. Hamnett Holditch, one of four children of his late brother Adam Holditch, and the heir at law and next of kin of the said Hamnett Holditch, to come in and prove their claims on or before Mar. 26, at V. C. Wood's Chambers.
 SEABROOKE, Miss MARY ANN, formerly of Cheapside, Mr. Archer Finley, nephew of the above deceased, or his child or children, to apply to Mr. J. P. Phillips, Gresham-house, 24 Old Broad-st., or Mr. John Wyman, 122 Fore-st., Cripplegate, her executors.
 PLUMB, MARIA, the children of, viz.—Robert Plumb, who in 1832 lived at Guyton, in Cambridgeshire; Margaret E. P. Thorpe, the wife of James Thorpe, who in the same year lived at Hammesmilt-ter, Middlesex; Emma Stennett, the wife of Michael Stennett, who in the same year lived at Waplet Fen, near Spalding, Lincoln; and Christina M'Arthur, the wife of George M'Arthur, who in the same year lived in the Old Kent-rd., Surrey; or their representatives, to apply to Messrs. Clutton & Ade, 48 High-st., Southwark.
 WYLDE, JOHN, son of Orwell Wyld, formerly of Bolton, deceased. His next of kin to apply to K. L. M., 77 Vine-grove, Greenheys, Manchester.

Money Market.

CITY, FRIDAY EVENING.

The defeat of Ministers on Tuesday was not expected. It seems to have been the result of that remarkable confusion of parties which has recently become manifest in the House of Commons. A dissolution of Parliament will follow, and possibly a change of Ministry. The political uncertainty has had, as is usual, a depressing effect on the English funds. The fall has amounted to about $\frac{1}{2}$ per cent., and has been attended by a great degree of dullness. In other respects the Money Market has been favourably influenced. The heavy payments which fell due on the 4th inst. were well met, the discount market has become more easy, and money in sufficient supply.
 The conclusion of peace with Persia by a treaty signed at Paris on Wednesday has removed a very material cause of anxiety in regard to expenditure.

From the Bank of England return for the week ending the 28th instant which we give below, it appears that the amount of notes in circulation is £18,596,730, being a decrease of £18,425; and the stock of bullion in both departments is £10,343,715, shewing a decrease of £60,975, when compared with the previous return.

The amount of notes to be issued by the Bank of England beyond the bullion retained was fixed, by the Act of 1844, at £14,000,000, with power under authority of an order in council to increase that amount in a certain proportion to the withdrawal from circulation of the notes of other banks of issue. This withdrawal amounted to £712,623. There was, in consequence, an additional issue by the Bank of England on December 13th, 1855, of £475,000 against securities in pur-

suance of the act. The issue of notes beyond the bullion retained has since that date stood at £14,475,000. Seven other banks have subsequently ceased to issue notes. The amount of their circulation was £111,020.

The Bank of France finds itself in a condition to grant additional accommodation in discounting bills of exchange, thereby affording great facilities to the spring trade in Paris now about to open. The last quotation of the French 3 per Cents. is, 70f. 50c., shewing, in the course of the week, a rise of nearly 1 per Cent. An increased business has been done in other important foreign securities. Those of Russia and Turkey shew an advance.

The new foreign investments offered to the capitalists of this country by the grand net-work of Russian Railways, and by the numerous proposals for mines, railways, and banks, in the dominions of Turkey, attract great attention in the Money Market. Intercourse and trade with Russia, till interrupted by the late war, was steady and regular, largely increasing, and mutually advantageous. The circumstances which rendered the war inevitable, particularly the revelations contained in the dispatches of Sir Hamilton Seymour, kindled a much more hearty and determined hostility on the part of England, than was felt by our Allies. This feeling has been nourished by the differences regarding the rectified boundary of Bessarabia and the Isle of Serpents. A change must come over the public mind, both in Russia and in England, before the animosity so profoundly moved can settle down, and former confidence be restored. The proposals of Russia, for her intended railways, were not expected to offer, and certainly do not offer, to English capitalists any advantages over other parties. And, looking to the present or to the future aspect of affairs, there is no reason to expect that, at St. Petersburg, the influence of the British Cabinet is likely to be very powerful. The sum total of the terms offered seems to be, a guarantee of 5 per Cent. on strict and onerous conditions, and liable to the unfavourable influences of despotic rule.

On the side of Turkey there are many circumstances which appear advantageous to England. The Turks have a fine territory, but no money, energy, nor skill. Various important concessions have been already granted to English capitalists. Among these, are the Railway from Rutschuck on the Danube, to Enos in the Grecian Archipelago, and the National Imperial Bank of Turkey. The concession of the National Bank was granted some weeks ago, and is now ratified by the Government of the Sultan. The amount of capital intended is said to be £10,000,000. The maximum amount of notes in circulation is to be £15,000,000, on condition of one-third in gold being reserved. The existing currency is to be withdrawn gradually and replaced by the notes of the bank. Eighteen months are to be allowed for this operation, and for the amount thus advanced the bank is to receive Government bonds, bearing 6 per Cent. interest, secured on some branches of the revenue.

In a Government like that of Turkey much is required, besides a favourable grant and large privileges to make the investment of capital reasonably secure. One good security will be found in the influence of the British Ambassador, which, although liable to variation, has long continued in the ascendant at Constantinople. The grant of privileges and power to maintain them will not, however, bring success to the complicated affairs of a National Bank without skilful and careful management. The names of the successful applicants for this concession have been previously mentioned, and warrant the belief that they would not engage in it without having power to overcome the corrupt influence of Turkish officials. If the promised reforms in the administration of affairs be not visionary, the energy and perseverance of Englishmen, supported by skill and capital, will insure, as far as can be expected, a gradually extending field of operations, and profitable results.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 28TH DAY OF FEBRUARY, 1857.

ISSUE DEPARTMENT.

	£	£
Notes issued	24,113,640	Government Debt . . . 11,015,100
		Other Securities . . . 3,459,900
		Gold Coin and Bullion . . 9,638,640
		Silver Bullion
	£24,113,640	£24,113,640

BANKING DEPARTMENT.

	£		£
Proprietors' Capital . . .	14,553,000	Government Securities	
Rest . . .	3,719,854	(Incl. Dead Weight	
Public Deposits (Inclu-		Annuitiy) . . .	11,573,889
ing Exchequer, Savings		Other Securities . . .	19,620,343
Banks, Commis-		Notes . . .	5,316,910
sioners of National		Gold and Silver Coin . .	705,075
Debt, and Dividend			
Accounts) . . .	7,684,189		
Other Deposits . . .	10,715,611		
Seven day & other Bills	743,563		
	£37,416,217		£37,416,217

Dated the 5th day of Mar., 1857.

M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	221	221	220	221 1/2	20	220 1/2
3 per Cent. Red. Ann. . .	93 1/4	93 1/4	94 1/4	93 1/4	93 1/4	93 1/4
3 per Cent. Cons. Ann. . .	93 1/4	93 1/4	93 1/4	90 1/4	93 1/4	93 1/4
New 3 per Cent. Ann. . .	94 1/4	94 1/4	94 1/4	94 1/4	94 1/4	94 1/4
New 2 1/2 per Cent. Ann. . .	97	97	97	97	97	97
3 1/2 per Cent. Annuitie . .	98	98	98	98	98	98
5 per Cent. Annuitie . . .	114	114	113 1/2	113 1/2	113 1/2	113 1/2
Long Annuitie (exp. Jan. 5, 1860) . . .	...	...	2 15-16	2 11-16	...	...
Do. 30 yrs. (exp. Oct. 10, 1859) . . .	...	...	2 11-16	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860) . . .	...	...	...	...	...	...
Do. 30 yrs. (exp. April 5, 1860) . . .	...	...	...	...	...	...
India Stock	18 7-16	...	...	18	...	221
India Bonds (£1,000) . . .	...	...	...	...	...	...
Do. (under £1,000) . . .	...	...	...	...	...	...
Exch. Bills (£1,000) . . .	2s. pm.	2s. pm.	2s. pm.	2s. pm.	2s. pm.	2s. pm.
Exch. Bills (£500) . . .	1s. dis.	2s. pm.	2s. pm.	2s. pm.	2s. pm.	2s. pm.
Exch. Bills (Small) . . .	2s. dis.	2s. dis.	2s. dis.	2s. dis.	2s. dis.	2s. pm.
Exch. Bills Advertised . .	par.	4s. dis.	6s. dis.	6s. dis.	5s. dis.	5s. dis.
Exch. Bonds, 1858, 3 1/2 per Cent.	98 1/4	98 1/4	98 1/4	98 1/4	98 1/4	91 1/2
Exch. Bonds, 1859, 3 1/2 per Cent.	98 1/4	98 1/4	98 1/4	91 1/2	98 1/4	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter . . .	92 1/2 x d	92 x d	...	91 1/2 x d	92 x d	90 1/2
Calcuttan	68 1/2	69 1/2	69 1/2	68 1/2	70 1/2	70 1/2
Chester and Holyhead . .	37 1/2	38 1/2	38 1/2	38 1/2	...	39
East Anglian	19 1/2	19 1/2	20	20	19 1/2	20
Eastern Union A Stock . .	48	...	...	...	...	...
East Lancashire . . . .	...	...	...	99 100	99 1/2	100
Edinburgh and Glasgow .	...	...	56 1/2 x d	57 1/2 x d	57 1/2	57 1/2
Glasgow & South Western	95	...	...	37 1/2	36 1/2	36 1/2
Great Northern	95 1/2	97	97 1/2	96 1/2	96 1/2	96
Gr. South & West. (Ire.) .	...	...	112	...	111 1/2	...
Great Western	67 1/2 x d	68 1/2 x d	69 1/2 x d	69 x d	69 1/2 x d	69
Lancashire & Yorkshire . .	101 1/2	101 1/2	102 1/2	102 1/2	102 1/2	102 1/2
Lon., Brighton, & S. Coast	...	109 1/2	110 1/2	109 1/2	109 1/2	...
London & North Western	106 1/2 x d	106 1/2 x d	106 1/2 x d	106 1/2 x d	106 1/2	105 1/2
London and S. Western . .	103 1/2	103 1/2	103 1/2	103 1/2	103 1/2	105
Man., Shef., and Lincoln	37 1/2	37 1/2	38 1/2	38 1/2	38 1/2	37 1/2
Midland	83 x d	83 1/2 x d	83 1/2 x d	82 1/2 x d	83 1/2 x d	82 1/2
Norfolk	58 1/2	59 1/2	58 1/2	59 1/2	59	58
North British	45 1/2	46 1/2	46 1/2	46 1/2	47 1/2	47
North Eastern (Berwick)	87 1/2 x d	87 1/2 x d	88 x d	87 y d	87 1/2 x d	86 1/2
North London . . . . .	...	...	...	...	...	...
Oxford, Worc. & Wolv. . .	29 1/2	31 1/2	32 1/2	30 1/2	31 1/2	31 1/2
Scottish Central . . . . .	...	10	108	...	...	...
Scot.N.E. Aberdeen Stock	...	...	28	...	27 1/2	8 1/2
Shropshire Union	51 1/2	51 1/2	...	...	...	51
South-Eastern	76 1/2 x d	77 x d	77 1/2 x d	75 1/2 x d	76 1/2 x d	75 1/2
South-Wales . . . . .	...	84 1/2 x d	85 x d	85 x d	...	80 1/2

London Gazettes.

TUESDAY, March 3, 1857.

NEW MEMBER OF PARLIAMENT.

County of Leicester.—Northern Division.—The Right Hon. John James Robert Manners, commonly called Lord John Manners, vice Charles Cecil John Manners, commonly called Marquis of Granby, now Duke of Rutland.

COMMISSIONER TO ADMINISTER OATHS IN CHANCERY

MAUD, EDWARD, of Leeds, Yorkshire, Gent.—Feb. 26, 1857.

Bankrupts.

TUESDAY, March 3, 1857.

BISHOP, JOHN, Cabinetmaker, Shrewsbury. Mar. 13 and April 3, at 11.30; Birmingham. Com. Balguy. Off. Ass. Whitmore. Sol. Finlay Knight, Birmingham. Pet. Feb. 27.
CHAPLIN, MARMADUCE, Auctioneer, Kingston-upon-Hull. Mar. 18 and April 22, at 12; Kingston-upon-Hull. Com. Ayrton. Off. Ass. Carrick. Sols. Wells & Smith, Hull. Pet. Feb. 25.

CHORLEY, WILLIAM BROWNSWORD, Slate Merchant, 37 Hart-st., Bloomsbury, and Cumorinth (not Cumorinth, as advertised in last Friday's Gazette), Festiniog, Merionethshire. Mar. 10, at 11.30, and April 9, at 2; Basinghall-st. Com. Evans. Off. Ass. Johnson. Sol. Chidley, Basinghall-st. Pet. Feb. 26.

COGDON, THOMAS HENRY, Plumber, Sunderland. Mar. 13 and April 24, at 12; Newcastle-upon-Tyne. Com. Ellison. Off. Ass. Baker. Sol. Brignal, Durham. Pet. Feb. 23.

COOPER, JOHN MARTIN, Shipowner, Sunderland. Mar. 12, at 11, and April 22, at 12; Newcastle-upon-Tyne. Com. Ellison. Off. Ass. Baker. Sols. Sudlow & Co., 38 Bedford-row; or Hodge & Harle, Newcastle-upon-Tyne. Pet. Feb. 24.

DAVIES, JOHN HOOPER jun., Grocer, Bridgend, Glamorganshire. Mar. 17 and April 21, at 11; Bristol. Com. Hill. Off. Ass. Miller. Sols. J. & H. Livett, Bristol. Pet. Feb. 26.

DEMEZA, JOHN (J. Demeza & Co.), Cotton Waste Dealer, Manchester. Mar. 16 and April 8, at 12; Manchester. Off. Ass. Fott. Sols. Boote & Jellicoe, Princess-st., Manchester. Pet. Feb. 20.

GELDER, RICHARD, General Warehouseman, Bradford, Yorkshire. Mar. 19 and April 24, at 11; Leeds. Com. West. Off. Ass. Young. Sols. Sale, Worthington, & Shipman, Manchester; or J. & H. Richardson & Gaunt, Leeds. Pet. Feb. 17.

HOFFMANN, FREDERICK, Merchant, 58 Herbert-st., New North-rd., Middlesex. Mar. 12 and April 9, at 11; Basinghall-st. Com. Evans. Off. Ass. Bell. Sol. Chidley, Basinghall-st. Pet. Feb. 26.

KETTLE, HENRY NEWMAN, Grocer, High-st., Godalming, Surrey. Mar. 17, at 12, and April 16, at 2; Basinghall-st. Com. Evans. Off. Ass. Bell. Sol. Murtough, 5 New-inn, Strand. Pet. Mar. 2.

KEYWOOD, JAMES, jun., Plumber, Littlehampton, Sussex. Mar. 13, at 2.30, and April 21, at 1; Basinghall-st. Com. Holroyd. Off. Ass. Edwards. Sols. Linklaters & Hackwood, 17 Sise-la. Pet. Feb. 27.

MOSLEY, EDWIN, Gold Beater, 5 Hyde-st., Bloomsbury. Mar. 10, at 11.30, and April 8, at 1.30; Basinghall-st. Com. Fonblanque. Off. Ass. Graham. Sol. Broughton, 4 Falcon-sq., City. Pet. Feb. 37.

SICHEL, GUSTAVUS (Gustavus Sichel & Co.), Merchant, 27 New Broad-st. Mar. 16, at 12.30, and April 24, at 11; Basinghall-st. Com. Goulburn. Off. Ass. Pennell. Sols. Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. Pet. Feb. 27.

SQUIRES, WILLIAM, Gun-maker, 315A Oxford-st. Mar. 18, at 12, and April 22, at 1.30; Basinghall-st. Com. Goulburn. Off. Ass. Nicholson. Sol. M. Duff, 37 Castle-st., Holborn. Pet. Feb. 27.

STAPLETON, WILLIAM, Contractor, 15 Wharf, Paddington. Mar. 17 and April 21, at 2; Basinghall-st. Com. Holroyd. Off. Ass. Lee. Sols. Routh & Rowden, 14 Southampton-st., Bloomsbury. Pet. Feb. 27.

SULLY, WALTER, Printer, 299 Strand. Mar. 14, at 12.30, and April 17, at 1; Basinghall-st. Com. Fane. Off. Ass. Whitmore. Sols. Day & Wright, 2 Paper-buildings, Temple. Pet. Mar. 3.

WATMOUGH, GEORGE, Draper, Chester, Bolton, Lancashire, and Sheffield. Mar. 13 and April 3, at 12; Manchester. Off. Ass. Herniman. Sols. Sale, Worthington, & Shipman, Fountain-st., Manchester. Pet. Feb. 23.

YOUNGER, THOMAS, jun., Mason and Builder, Monkwearmouth, Sunderland. Mar. 13, at 11.30, and April 21, at 12.30; Newcastle-upon-Tyne. Com. Ellison. Off. Ass. Baker. Sol. Brignal, Durham. Pet. arrgmt. Dec. 20, 1856.

FRIDAY, March 6, 1857.

BLYTON, HENRY, Clothier, 6 York-ter., Ratcliffe. Mar. 17, at 11.30, and April 17, at 12; Basinghall-st. Com. Fonblanque. Off. Ass. Graham. Sols. Lawrence, Plews, & Boyer, Old Jewry-chambers. Pet. Mar. 4.

BOOKLESS, JAMES (Miller & Bookless), Grocer, Maryport, Cumberland. Mar. 13 at 1, and April 20, at 12; Newcastle-upon-Tyne. Com. Ellison. Off. Ass. Baker. Sols. Heathwaite, Maryport; and Cram, Newcastle-upon-Tyne. Pet. Feb. 27.

EDWARDS, BENJAMIN, Rope, Line, Twine, and Sacking Dealer, 75 Davies-st., Oxford-st. Mar. 17, at 1, and April 17, at 12; Basinghall-st. Com. Evans. Off. Ass. Johnson. Sol. Roscoe, King-st., Finsbury. Pet. Mar. 5.

HUGHES, THOMAS, Innkeeper, Dudley, Worcestershire. Mar. 20, at 11.30, and April 9, at 10.30; Birmingham. Com. Balguy. Off. Ass. Christie. Sols. Barnes, Dudley; or E. & H. Wright, Birmingham. Pet. Feb. 28.

IRLAM, THOMAS, Broker, Liverpool. Mar. 23 and April 8, at 11; Liverpool. Com. Petty. Off. Ass. Morgan. Sols. J. & E. Whitley, Liverpool. Pet. Mar. 3.

SALMON, WILLIAM MARSDEN, Innkeeper, Brette-lea, Staffordshire. Mar. 16 and April 8, at 10.30; Birmingham. Com. Balguy. Off. Ass. Christie. Sols. Sherwood, Leamington Priors; or Hodgson & Allen, Birmingham. Pet. Feb. 18.

SYME, ALEXANDER, Stationer, Tonbridge-wells. Mar. 18 and April 17, at 1; Basinghall-st. Com. Fonblanque. Off. Ass. Stansfeld. Sol. Goddard, King-st., Cheapside. Pet. Feb. 20.

THOMAS, THOMAS JAMES, Carpenter, Cardiff, Glamorganshire. Mar. 17 and April 21, at 11; Bristol. Com. Hill. Off. Ass. Miller. Sols. Wilcocks, Cardiff; or Henderson & Haward, Bristol. Pet. Feb. 19.

VANDERPANT, HENRY CRESSY, Dentist, 16 Maddox-st., Bond-st. Mar. 18, at 11, April 27, at 1; Basinghall-st. Com. Goulburn. Off. Ass. Pennell. Sols. Lewis & Lewis, Ely-pl., Holborn. Pet. Mar. 4.

WAGSTAFF, GEORGE JAMES, Watchmaker, 54 Whitechapel-rd. Mar. 17, at 12.30, and April 17, at 11; Basinghall-st. Com. Evans. Off. Ass. Johnson. Sol. Sidney, 50A Lincoln's-inn-fields. Pet. Mar. 3.

WIGLEY, JOSIAH, Fellingmonger, Uttoxeter, Staffordshire. Mar. 16 and April 8, at 10.30; Birmingham. Com. Balguy. Off. Ass. Bittleston. Sols. Holden & Son, Sweeting-st., Liverpool; or Tyndall, Son, & Johnson, Birmingham. Pet. Feb. 24.

YATES, JAMES GARRETT, Grocer, Redcliffe-hill, Bristol. Mar. 16 and April 21, at 11; Bristol. Com. Hill. Off. Ass. Acraman. Sols. Henderson & Howard, Broad-st., Bristol. Pet. Feb. 28.

MEETINGS.

TUESDAY, March 3, 1857.

ADAMS, EDGAR, Laceman, North-st., Brighton. Mar. 24, at 11.30; Basinghall-st. Com. Fonblanque. Die.
BAXTER, GEORGE, Currier, Church-st., St. George's, Southwark. Mar. 25, at 11.30; Basinghall-st. Com. Goulburn. Die.
BERGTHEIL, JOHNS, Merchant, 33 Abchurch-lane, and Natal, Africa. Mar. 25, at 11; Basinghall-st. Com. Goulburn. Div.

BYWATER, JOHN, Tailor, Nottingham. April 21 (not 7th, as advertised in last Friday's *Gazette*), at 10.30; Nottingham. *Dir.*
DALRYMPLE, ALEXANDER, Merchant, 11 Lime-st. To accept or reject offer of composition.

DAWE, JOHN AVERY NANSICAWEN, JAMES HODGES COTTELL, & THOMAS BENHAM, Seed Merchants, Lawrence Pountney-lane, Cannon-st., and Moorgate-st. Mar. 24, at 1; Basinghall-st. *Com. Fonblanque. Dir.* on their sep. estates.

DEARLOVE, HENRY GEORGE, Timber Merchant, Palace-row, New-rd. Mar. 25, at 12.30; Basinghall-st. *Com. Goulburn. Dir.*
HARRISON, GEORGE, Ironmonger, Frith-st., Soho-sq. Mar. 24, at 2; Basinghall-st. *Com. Fonblanque. Dir.*

HEMINGWAY, REUBEN, Merchant, Liverpool. Mar. 26, at 11; Liverpool. *Com. Stevenson. Dir.*

MCDONNAN, SAMUEL, Shoe Manufacturer, Northampton. Mar. 25, at 12; Basinghall-st. *Com. Fonblanque. Dir.*

ROBERTS, FREDERICK, Flour and Provision Dealer, Wrexham, Denbighshire. Mar. 24, at 11; Liverpool. *Com. Perry. Dir.*

SAGAR, OATES, Manufacturer, Stonefold Mill, Haslingden, Lancashire. April 3, at 12; Manchester. *Com. Skirrow. Dir.*

SIMPSON, STEPHEN DUMMER, Licensed Victualler, East Cowes-park, Isle of Wight. Mar. 25, at 11; Basinghall-st. *Com. Goulburn. Dir.*

WAKINSLAND, JAMES, Iron Manufacturer, Monkwearmouth Iron Works, Sunderland. Mar. 27, at 11; Newcastle-upon-Tyne. *Com. Ellison. Fur. Dir.*

WILSON, HENRY, Junr., Currier, 36 Old-st.-rd. Mar. 24, at 12; Basinghall-st. *Com. Fonblanque. Second Dir.*

FRIDAY, March 6, 1857.

CHILDREN, GEORGE, Baker, Tombridge, Kent. Mar. 30, at 1; Basinghall-st. *Com. Goulburn. Dir.*

CHRISTIAN, HENRY, Coffee Merchant, 9 Mincing-lane. Mar. 30, at 11.30. Basinghall-st. *Com. Goulburn. Dir.*

GIFFORD, SAMUEL, Sail Cloth and Canvas Merchant, 72 Mark-lane. Mar. 17, at 12.30; Basinghall-st. *Com. Fonblanque. By adj. from Feb. 3. Last Er.*

ROCHFORD, LOUIS, Importer of Foreign Goods, 17 Broad-st.-bldgs. Mar. 17, at 2; Basinghall-st. *Com. Fonblanque. By adj. from Dec. 16. Last Er.*

SCHMOLLINGER, WILLIAM FRANCIS, Tavern Keeper, Grasshopper Tavern, Gracechurch-st. March 28, at 11.30; Basinghall-st. *Com. Fane. Dir.*

SCOTT, ABRAHAM, Ironmonger, Manchester. April 1, at 12; Manchester. *Com. Jemmett. Dir.*

SMITH, BENJAMIN, & JOSIAH TIMMINS SMITH (Benjamin Smith & Son), Iron Masters and Iron Merchants, Stanton Iron Works, Derbyshire. Mar. 17, at 3; Midland Hotel, Derby. Creditors under deed of arrangement, of Nov. 13, 1849, to meet for a special object, to be then explained.

THOMSON, FREDERICK HALE, Manufacturer of Silvered Glass Ware, 48 Berners-st., Oxford-st., and West-end, Hampstead. Mar. 28, at 12; Basinghall-st. *Com. Fane. Dir.*

TURNER, HENRY, Ribbon Manufacturer, 35 King-st., Holborn (now of 6 Belvidere-ter., Belvidere-rd.). Mar. 28, at 11.30; Basinghall-st. *Com. Fane. Dir.*

DIVIDENDS.

TUESDAY, March 3, 1857.

COURTIS, JOHN, Grocer, Beeralston, Devon. First, 1s. 7½d. *Hirtzel, Queen-st., Exeter*; any Tuesday or Friday, 11 & 2.

HARVEY, JOHN, sen., & GODFREY GREGORY PIKE, Grocers, Birmingham. Second, 1½d. joint est.; and First, 3½d. sep. est. of J. Harvey. *Whitmore, 19 Upper Temple-st., Birmingham*; any Friday, 11 & 3.

SHORTO, EDWARD HENRY HATES, Jeweller, 189 High-st., Exeter. First, 4s. 10d. *Hirtzel, Queen-st., Exeter*; any Tuesday or Friday, 11 & 2.

TAYLOR, JAMES, Druggist Manufacturer, Rawtenstall and Helmshore. First, 1s. 3d. *Hernaman, 69 Princess-st., Manchester*; any Tuesday, 10 & 1.

FRIDAY, March 6.

ADAMS, SAMUEL, Banker, Ware, Hertford. First, 4s. *Whitmore, 2 Basinghall-st.*; any Wednesday, 11 & 3.

FEAST, ROBERT, Oil and Italian Warehouseman, 15 & 16 Finsbury-pavement, and Little Moorfields. First, 3s. 6d. *Whitmore, 2 Basinghall-st.*; any Wednesday, 11 & 3.

POLLACK, EDWARD, Sugar Refiner, Fieldgate-st., Whitechapel. First, 7s. *Edwards, 1 Sambrook-st., Basinghall-st.*; Mar. 11, and three subsequent Wednesdays, 11 & 2.

WATSON, THOMAS, Cutter and Leather Cutter, Carlisle. Third, 3½d., in addition to 1s. 6d. *Baker, Royal-arcade, Newcastle-upon-Tyne*; any Saturday, 10 & 3.

WATTS, THOMAS GEORGE, Coal Merchant, 1 Manor-ter., Manor-st., Clapham. First, 5s. 6d. *Whitmore, 2 Basinghall-st.*; any Wednesday, 11 & 3.

CERTIFICATES.

To be ALLOWED, unless Notice be given, and Cause shown on Day of Meeting.

TUESDAY, March 3, 1857.

CLARKE, FREDERICK JAMES, Baker, Clapham. Mar. 24, at 12; Basinghall-st.

CROFTS, EDWARD, Hearth-rug Manufacturer, 3 West-pl., John's-row, St. Luke's. Mar. 25, at 1.30; Basinghall-st.

GASKIN, WILLIAM, Builder, Croydon. Mar. 25, at 1; Basinghall-st.

GREEN, JOHN, Patent Rope Manufacturer, Sunderland. Mar. 24, at 2; Basinghall-st.

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABERROW, Manufacturing Chemists, Princes-sq., Finsbury. Mar. 24, at 1; Basinghall-st.

HUNTER, JOHN, Merchant, 12 Little Tower-st. Chambers, Eastcheap. Mar. 24, at 1; Basinghall-st.

SHOVE, DAVID, Tallow Chandler, Croydon. Mar. 25, at 11; Basinghall-st.

TRINNEY, THOMAS HENRY, Woollendrapery, Fernanporth. Mar. 26, at 1; Exeter.

FRIDAY, March 6, 1857.

BALSHAW, WILLIAM, Joiner, Liverpool. Mar. 30, at 11; Liverpool.

BANKS, THOMAS, Ironmonger, Chorley, Lancashire. April 2, at 2; Manchester.

BYERS, MICHAEL, & THOMAS BYERS, Ship Builders, Monkwearmouth Shore, Sunderland. Mar. 30, at 11.30; Newcastle-upon-Tyne.

JENKINS, EDWARD, Draper, Birmingham. Mar. 30, at 10; Birmingham.

JONES, GEORGE WORRELL, Banker, Crickhowell, Brecon. April 17, at 11; Bristol.

SMITH, WILLIAM, Banker, Hemel Hempstead, and Watford. Mar. 28, at 11; Basinghall-st.

WHITESIDE, JOSEPH, Watch and Clock Manufacturer, 27 Davies-st., Berkeley-sq. Mar. 30, at 12; Basinghall-st.

To be DELIVERED, unless APPEAL be duly entered.

TUESDAY, March 3, 1857.

BAKER, THOMAS, & JAMES BOSWELL, Colour Manufacturers, High-st., Poplar. Feb. 25, 2nd class.

BALL, THOMAS, Builder, Kidderminster. Feb. 26, 3rd class.

BARNES, ROBERT YALLOVEY, Floor-cloth Manufacturer, 11 City-rd. Feb. 25, 1st class.

COLLINS, BENJAMIN, Builder, Toll End, Tipton, Staffordshire. Mar. 2, 3rd class.

EVANS, HENRY, Grocer, Wednesbury, Staffordshire. Feb. 26, 3rd class.

INGRAM, MALLARD, Ironmonger, Rugeley, Staffordshire. Feb. 26, 2nd class.

FRIDAY, March 6, 1857.

COOP, HENRY, & WILLIAM COOP, Silk Manufacturers, Westhoughton, Lancashire. Feb. 26, 3rd class to W. Coop.

CORONET, ABRAHAM, Cigar Manufacturer, 145 Minorities. Feb. 27, 3rd class.

FEAST, ROBERT, Oil and Italian Warehouseman, 15 & 16 Finsbury-pavement, and Little Moorfields. Feb. 27, 3rd class.

GWYER, EDMUND, Junr., Insurance Broker, 52 Gracechurch-st. Feb. 27, 1st class.

LEA, JAMES, Tailor, Dartford, Kent. Feb. 27, 2nd class.

PERRY, THOMAS, Confectioner, 203 High-st., Southwark. Feb. 28, 2nd class.

TEAVES, JOSEPH, Woollen Manufacturer and Printer, Green Bridge, Crag Mill, Bridge End, Newchurch, Lancashire. Feb. 26, 3rd class.

WHEEN, JOHN, & JOHN MALIN, Joiners and Builders, Sheffield. Feb. 28, 3rd class.

Insolvents.

PETITIONS to be heard at the COURT HOUSE, PORTUGAL-STREET.

FRIDAY, Feb. 27, 1857.

AUSTIN, JOHN, Attorney's Clerk, 2 Cloudeley-st., Islington. Mar. 13, at 11. *C. Com. Law.*

BISHOP, JOHN, Clerk to the East and West India Company, 20 Alfred-st., Bow. Mar. 16, at 11. *C. Com. Law.*

FLEMING, JAMES, Baker, 1 Orchard, High-st., Peckham. Mar. 16, at 11. *C. Com. Law.*

GATES, JAMES, Pastrycook, 3 Goldsmiths-row, Hackney-rd. Mar. 16, at 11. *C. Com. Law.*

PRATT, GEORGE, Plumber, 47 Archer-st., Westbourne-grove West, Kensington. Mar. 14, at 11. *Com. Phillips.*

SIMMONDS, ISAAC, Dealer in New and Second-hand Wearing Apparel, 19 Goldsmiths-row, Hackney-rd. Mar. 14, at 11. *Com. Phillips.*

VAGG, JOHN, Beer-shop-keeper and Butcher, High-st., Uxbridge. Mar. 16, at 11. *C. Com. Law.*

WORRELL, HENRY, Eating-house-keeper, 74 Tophill-st., Westminster. Mar. 14, at 11. *Com. Phillips.*

TUESDAY, March 3, 1857.

CHESNAYE, JOHN, Composer, 15 Stebbington-st., Oakley-sq., St. Pancras. Mar. 17, at 10. *Com. Murphy.*

CROOT, ROBERT, Greengrocer, 1 Almina-rd., York-rd., King's-cross, Islington. Mar. 18, at 10. *Com. Murphy.*

DINGLE, MOSES, Carpenter, 19 Paddington-st., Marylebone. Mar. 18, at 10. *Com. Murphy.*

GRANGER, THOMAS, Baker, 63 Brunswick-st., Hackney-rd. Mar. 18, at 11. *C. Com. Law.*

HALL, ROBERT, Carpenter, 198 Long-lane, Bermondsey. Mar. 18, at 11. *C. Com. Law.*

HOOKER, ROBERT, Greengrocer, 2 Jubilee-pl., Commercial-rd. Mar. 18, at 11. *C. Com. Law.*

MATTHEWS, LUDWIG ENH, Ship Broker's Clerk, 13 Gerard-st., Islington. Mar. 19, at 11. *Com. Phillips.*

REEVE, JOSEPH AUGUSTUS, Grocer, 196 High-st., Shadwell. Mar. 19, at 11. *Com. Phillips.*

RICHARDSON, THOMAS WILLIAM, Commercial Traveller, 3 South-st., Stockwell. Mar. 18, at 10. *Com. Murphy.*

SIMMONS, JOHN, Attorney's Clerk, 1 Rosemary-cots, New North-rd., Islington. Mar. 19, at 11. *Com. Phillips.*

THOMPSON, WILLIAM JAMES, News-vender and Foreman to a Gas-fitter, 5 Hamilton-ter. East, New Cross-rd., Deptford. Mar. 18, at 10. *Com. Murphy.*

WEST, EDWARD, Commission Agent, 28 York-pl., City-rd., and 10 St. Mary-axe. Mar. 18, at 10. *Com. Murphy.*

WILLMORE, GEORGE, Jobbing Labourer, Child's-hill, Hendon, Middlesex. Mar. 19, at 11. *Com. Phillips.*

YORKE, EDWARD, Stationer, Twickenham-pl., Twickenham. Mar. 16, at 11. *Com. Phillips.*

FRIDAY, March 6, 1857.

BARROW, JOHN EDWARD GRAHAM, Ensign Half-pay 20th Regiment, and Secretary to the Metropolitan Steam Washing Company, 17 Wharf-rd., City-rd., 10 Angel-ter., Islington. Mar. 21, at 11. *Com. Phillips.*

BROWN, JOSEPH, Baker, High-st., Rickmansworth, Hertfordshire. Mar. 20, at 10. *C. Com. Law.*

CORDEWELL, JANE JOSIAH, Oil and Colourman, 235 Holywell-st., Shore-ditch. Mar. 23, at 11. *Com. Phillips.*

GRIFFITHS, WILLIAM, Cabinetmaker, 13 Sydney-pl., Sydney-st., City-rd. Mar. 23, at 11. *Com. Phillips.*

IVIMEY, ALFRED, Tailor, 7 Hayfield-pl., Mile-end-rd. Mar. 23, at 11. *C. Com. Law.*

LANGE, CHARLES (sued as Charles Leibert), 101 East Smithfield (previously 3 Jamaica-pl., West India-pl., Private Boarding-house-keeper and Commission Agent). Mar. 20, at 11. *C. Com. Law.*

LANGE, CHARLES, Coffee and Beer-shop Keeper, 57 Minorities. Mar. 23, at 11. *C. Com. Law.*

PIATT, ALEXANDER (A. Pyatt & Co.), Hat and Cap Maker, 38 High-st., Bow. *C. Com. Law.*

SKELLEN, THOMAS, Bookbinder, 1 Golden-bldgs., 163A Strand. Mar. 23, at 11. *Com. Phillips.*

PRISONERS' PETITIONS to be heard at the COURT HOUSE, PORTUGAL-STREET.

FRIDAY, Feb. 27, 1857.

BODDY, GEORGE, Commercial Traveller, 115 Gt. Dover-rd., Southwark. Mar. 13, at 10. *Com. Murphy.*

CHIDELL, THOMAS, out of business, 23 Spencer-ter., Lower-rd., Islington (formerly Wine and Ale Merchant, 40 Lime-st.). Mar. 13, at 10. *Com. Murphy.*

DARBY, CHARLES MASSEY, out of business, 3 Caroline-st., Bedford-sq. (formerly of 140 Strand and 31 Abingdon-vils., Kensington, in partnership with John Mortimer, trading as Mortimer & Darby, Printers). Mar. 13, at 10. *Com. Murphy.*

DAWKINS, GEORGE, out of business, 3 Long-la., West Smithfield (previously of Broughton, Northamptonshire, Stonemason and Bricklayer). Mar. 13, at 11. *C. Com. Law.*

DAY, GEORGE (Day & Co.), Builder and Contractor, 33 Rodney-st., Pentonville, and Newland-row, Oxford-mews, Edware-rd. Mar. 13, at 10. *Com. Murphy.*

EAGLETON, JOHN, Boot and Shoe Maker, 208 High-st., Poplar. Mar. 16, at 11. *Com. Phillips.*

FAWCETT, WILLIAM BURDEN, Attorney's Clerk, 2 Walker's-ter., Cleveland-st., Mile-end. Mar. 14, at 11. *Com. Phillips.*

GOLDTHORPE, JOHN, General Dealer, 27 James-st., Edward-st., Portman-sq. Mar. 14, at 11. *Com. Phillips.*

MARTIN, RICHARD CALFIELD, Barrister-at-Law, 24 The Terrace, Kennington-park, Surrey, and 8 Serjeant's-inn, Fleet-st. Mar. 13, at 11. *C. Com. Law.*

MUSTAKO, FREDERICK, Commission Agent, 14 Alfred-pl., Bedford-sq. Mar. 13, at 11. *C. Com. Law.*

NEALE, DORSET PALMER, Attorney and Solicitor, York-row-passage, Kennington-rd., Lambeth (late of 6 Cook's-ct., Lincoln's-inn-fields). Mar. 13, at 10. *Com. Murphy.*

SHAW, GEORGE, Attorney's Clerk, 13 George's-grove, Holloway. Mar. 14, at 11. *Com. Phillips.*

SILVERTON, WILLIAM, Appraiser and House Agent, 14 East-st., Lambs Conduit-street, and 4 Portsmouth-st., Lincoln's-inn-fields. Mar. 13, at 10. *Com. Murphy.*

STONE, SAMSON, out of business, 2 Tetley-st., Bromley (formerly of the Suffolk Brewery, Tetley-st., Brewer). Mar. 14, at 11. *Com. Phillips.*

TORPEY, LAURENCE, Commercial Traveller, 14 Essex-st., Duncan-ter., Islington. Mar. 14, at 11. *Com. Phillips.*

WILTON, HENRY, sen., Attorney-at-Law and Solicitor, out of practice, 1 Sutton-st., York-rd., Lambeth. Mar. 13, at 10. *Com. Murphy.*

WITHERS, ABRAHAM, Clerk to a Builder, 1 Murray-vils., St. Paul's-rd., Camden-town. Mar. 14, at 11. *Com. Phillips.*

TUESDAY, March 3, 1857.

ALLEN, LUKE JAMES, Captain of a vessel called the Ann, Royal Hotel, Bridge-rd., Sunderland. Mar. 17, at 10. *Com. Murphy.*

BIRKER, JOHANN, Teacher and Translator of Languages, 5 Somerset-pl., New-rd., Mile-end. Mar. 18, at 11. *C. Com. Law.*

DODSON, JAMES, Clerk to a Hop Factor, 10 Hampton-st., Walworth-rd., Surrey. Mar. 18, at 11. *C. Com. Law.*

GEIDER, FREDERICK, Bread and Biscuit Baker, 2 South-pl., Camberwell New-rd., and 7 Palmerston-st., Camberwell. Mar. 18, at 11. *C. Com. Law.*

HAMERTON, ROBERT JACOB, Artist, 3½ Cambridge-pl., Cambridge-ter., Edware-rd. Mar. 18, at 11. *C. Com. Law.*

HUNT, ESTHER, out of business, 21 Gt. George-st., Bernondsey (previously of 7 Long-la., Bernondsey, Tin Plate Worker). Mar. 17, at 10. *Com. Murphy.*

RICHARDSON, HENRY FRANCIS, Attorney-at-law, 7 Vernon-st., Bagnigwell-rd. Mar. 17, at 10. *Com. Murphy.*

ROTHSCHILD, MARK, Dealer in Fancy Goods, 4 Duke-st., Aldgate. Mar. 17, at 10. *Com. Murphy.*

STOCK, JOSEPH, Cartman, Sheep-la., Hackney. Mar. 17, at 10. *Com. Murphy.*

SWAIN, JOB, Tailor, 379 Oxford-st. Mar. 17, at 10. *Com. Murphy.*

TOZER, CHARLES SAMUEL, Tobacconist, 48 Essex-st., Strand. Mar. 18, at 11. *C. Com. Law.*

WILSON, CHARLES, Fixture Dealer, 3 Canterbury-pl., Old Kent-rd., Camberwell. Mar. 18, at 11. *C. Com. Law.*

FRIDAY, March 6, 1857.

ALDER, FREDERICK WILLIAM ARUNDELL (Pearson & Alder, Brick-makers, Grays, Essex)—sued with Thomas Pearson—out of business, 11 Willow-pl., St. Peter's-rd., Mile End. Mar. 20, at 11. *C. Com. Law.*

BANKS, HENRY, Carpenter, 72 Bethnal-green-rd. Mar. 20, at 11. *C. Com. Murphy.*

DEARIE, RICHARD, Commission Agent, 2 Murray-st., New North-rd., Hoxton. Mar. 20, at 11. *C. Com. Law.*

GASHION, SAMUEL, Dealer in Marine Stores, 32 Somerset-pl., East-rd. Mar. 21, at 11. *Com. Phillips.*

HOUSEHOLD, BENJAMIN, Builder, 3 Albert-ter., Wellington-st., Kentish Town. Mar. 20. *Com. Phillips.*

NORTH, CHARLES, Carpenter, 122 Albany-st., Regent's-pk. Mar. 20, at 11. *Com. Murphy.*

QUINTON, JAMES RICHARD, Surgeon Dentist, 15 Kensington-pk-ter., Notting-hill. Mar. 21, at 11. *Com. Phillips.*

TOZER, JAMES, out of business, 14 Sutherland-ter., Cadogan-rd., Islington (formerly of 48 Caroline-pl., Islington, Grocer). Mar. 21, at 11. *Com. Phillips.*

BUNAT, GUNTHER VON, Lieut. British German Legion, German Hotel, 1 and 2 Leicester-st., Leicester-sq.

PETITIONS to be heard at the COUNTY COURTS.

TUESDAY, March 3.

BAINBRIDGE, ROBERT, Gilt Toy Manufacturer, 55 Sherborne-la., Birmingham. Mar. 13, at 10; Birmingham.

BARNES, JOSEPH, Book-keeper, 10 Milk-st., Rochdale, Lancashire. Mar. 19, at 12; Rochdale.

BEDGOOD, GEORGE, Grocer, Golborne, Lancashire. Mar. 14, at 11; Leigh.

CHARLTON, WILLIAM, Journeyman Mason, Slack-ter., Temple Town, South Shields. Mar. 19, at 10; South Shields.

DOUGLAS, JAMES ALFRED, Stationer's Assistant, 144 Moseley-rd., Birmingham. Mar. 13, at 10; Birmingham.

GRIGG, SAMUEL, Plumber, 48 Loveday-street, Birmingham. Mar. 13, at 10; Birmingham.

HAWKINS, JOHN, Warehouseman and Book-keeper, 21 Upper Priory, Birmingham. Mar. 13, at 10; Birmingham.

HEDDING, GEORGE, Railway Writing Clerk, Lupin-st., Ashted, Birmingham. Mar. 13, at 10; Birmingham.

HUMPHREYS, WILLIAM, Baker, High-st., Deritend, Birmingham. Mar. 13, at 10; Birmingham.

JONES, WILLIAM, Boot and Shoe Maker, Thornton-le-Moors, Cheshire. April 8, at 10; Chester.

KEMP, THOMAS, Gun Maker, 29½ Whittall-st., Birmingham. Mar. 13, at 10; Birmingham.

LAYNG, EDWARD, out of business, Broadstairs, Kent (late Surgeon). Mar. 9, at 12; Margate.

LOWE, WILLIAM, sen., Retail Brewer, Moxley, Wednesbury, Staffordshire. Mar. 19, at 10; Walsall.

MEADEN, JOHN, Relieving Officer and Registrar of Births and Deaths, Gillingham, Dorsetshire. Mar. 23, at 11; Shaftesbury.

MUMFORD, JOHN, Saddler, Pains-la., Wrockwardine, Salop. Mar. 13, at 10; Wellington.

NORTHWOOD, GEORGE, Attorney and Solicitor, Darley-st., Bradford, Yorkshire. Mar. 24, at 11; Bradford.

PHILLIPS, THOMAS, Farmer, Melleston, Monkton, Pembrokehire. Mar. 23, at 10; Pembroke.

POLLOCK, WILLIAM, Gasfitter, Stamford. Mar. 23, at 1; Stamford.

REES, THOMAS STEWART (Rees & Co.), Hatter, 92 Queen-st., Portsea. Mar. 26, at 11; Portsmouth.

SMITH, THOMAS, Licensed Victualler, Dunn Cow, Park-st., Walsall, Staffordshire. Mar. 19, at 10; Walsall.

TOWERS, JOHN WILLIAM, Clerk to an Ironmaster, Dudley, Worcestershire. Mar. 17, at 10; Shrewsbury.

WOODWARD, ADAM, Boot and Shoe Maker, 39 Nelson-st., Litchurch, Derbyshire. Mar. 21, at 12; Derby.

FRIDAY, March 6, 1857.

BARNER, JOHN, Tinner and Brazier, 65 Peter-gate, York. Mar. 23, at 9; York.

BILL, EDWARD, Bricklayer, Fruiterer, &c., Cross-st., Dudley, Worcester-shire. Mar. 20, at 10; Dudley.

BOOTE, SAMUEL, Shoes-maker, Brook-bldgs, Willaston, Cheshire. Mar. 26, at 11; Nantwich.

COLLINS, THOMAS, Wheelwright, Dean-st., East Farleigh, Kent. Mar. 23, at 11; Maidstone.

COTTON, HENRY, Butcher, Bell-st., Wolverhampton. Mar. 24, at 10; Wolverhampton.

COX, EDWIN, Carpenter, Hanslope, Buckinghamshire. Mar. 19, at 11; Newport Pagnall.

DAVIES, ABEL, Saddler, Bridge-st., Newcastle Emlyn, Carmarthen. Mar. 26, at 10; Newcastle Emlyn.

DAVIS, THOMAS, Porto Bello, Birmingham-st., Stourbridge (previously of Pack Horse Inn, Coventry-st., Stourbridge, Licensed Victualler). Mar. 13, at 10; Stourbridge.

DAWSON, JOHN CAMRELL, Licensed Victualler, Shakespeare Inn, Cleveland-rd., Garrick-st., Wolverhampton. Mar. 24, at 10; Wolverhampton.

FERGUSON, THOMAS, out of business, Royal Oak, Pountney-st., Wolverhampton (previously of Rose-hill, Willenhall, Staffordshire, Dead Lock Manufacturer). Mar. 24, at 10; Wolverhampton.

FERNIE, EDWARD, Prisoner for Debt in Gaol of Stafford (late of Brewood, Staffordshire, Tailor). Mar. 24, at 10; Wolverhampton.

FRANKSON, WILLIAM, Farmer and Labourer, Nailstone, Leicestershire. Mar. 19, at 12; Market Bosworth.

GRAVER, ROBERT, Plumber and Glazier, Bridge-st., March, Cambridge-shire. Mar. 28, at 1; March.

HAILES, GEORGE, Farmer, Strangleford Birch, Brewood, Staffordshire. Mar. 24, at 10; Wolverhampton.

HARRIS, JOHN, Rope Manufacturer, Brettell-la., Kingswinford, Staffordshire. Mar. 13, at 10; Stourbridge.

LEGMER, HARRIETT ELIZA, Widow of Thomas Legmer, Brewer, Horsley-fields, Wolverhampton. Mar. 24, at 10; Wolverhampton.

LYE, THOMAS, in no business, Middleham, York (previously a Jockey). Mar. 19, at 11.30; Leyburn.

MORGAN, JOHN, Boot and Shoe Maker, Hem-cot, Forden, Montgomery-shire. Mar. 26, at 11; Welshpool.

OAKLEY, BENJAMIN, sen., Engineer, New Walbrook, Coseley, Sedgley, Staffordshire. Mar. 20, at 10; Dudley.

PARR, JOHN, Shopkeeper and Labourer, Cotmanhay, Ilkeston, Derbyshire. Mar. 19, at 11; Belper.

PULLAND, SAMUEL (Innkeeper, late of the Plough Inn, Ravensmeor Becces, Suffolk), Labourer, Fen-lane, Becces. Mar. 18, at 10; Becces.

STREET, THOMAS, Licensed Victualler, Bear Inn, St. Neots, Huntingdonshire. Mar. 20, at 1; Bedford.

TURNER, JAMES, Beer-shop-keeper, Deepfields, Sedgley, Staffordshire. Mar. 20, at 10; Dudley.

WILKINS, GEORGE, Solicitor and County Court Clerk and Registrar, Town's End, Warminster, Wilts. Mar. 17, at 12; Warminster.

WILLIAMS, WILLIAM THOMAS, Tailor, Abercraive, Ystradgynlais, Brecon. Mar. 23, at 10; Neath.

PRISONERS' PETITIONS to be heard at the COUNTY COURTS.

FRIDAY, Feb. 27, 1857.

APPLETON, EMMA, Grocer, Water-st., Saint Helen's, Lancashire. Mar. 13, at 11; Lancaster.

BARNES, SAMUEL, Machine Maker, Phoenix Iron Works, Phoenix-st., Oldham. Mar. 13, at 11; Lancaster.

BROCKLEHURST, EDWARD GRAY, Wholesale Leather Dealer and Manufacturer of Hose Piping Machinery, Great Orford-st., and Duke-st., Liverpool. Mar. 13, at 11; Lancaster.

BURBIDGE, JAMES, General Insurance Agent, Timperley, Altrincham, Cheshire, and 20 Princess-st., Manchester. Mar. 13, at 11; Lancaster.

BURWELL, JAMES, Assistant to a Bazaar-keeper, 8 Neville-st., Southport, Lancashire (formerly of Landudno, North Wales, Greengrocer and Toy Dealer). Mar. 13, at 11; Lancaster.

CHATTAWAY, WILLIAM, Carstrator, Chantrey-cot, Fladbury, Worcestershire. Mar. 18, at 10; Worcester.

COHEN, HENRY, Dealer in Jewellery, 21 Leander-st., Liverpool (formerly of 15 Moon-st., Liverpool, in copartnership with Solomon Levin, Jewellers and Watchmakers). Mar. 13, at 11; Lancaster.

COTTELL, THOMAS, jun., out of business, Tamworth-st., Stratford New-road, Hulme, Manchester (formerly of 42 Great Ducie-st., Strange-way, Wine, Spirit, and Ale and Porter Merchant). Mar. 13, at 11; Lancaster.

GORSE, EDMUND, Cart Driver, Hole-house, Blackburn. Mar. 13, at 11; Lancaster.

HARTLEY, WILLIAM, Beerseller, Warren-la, Church, near Accrington, Lancashire. Mar. 13, at 11; Lancaster.

IRVING, WILLIAM, out of business, Radnor-st., Hulme, Manchester (formerly of 90 Stretford New-rd., Hulme, Furniture Dealer). Mar. 13, at 11; Lancaster.

JEFFS, WILLIAM, Manufacturer of Letters and Figures, 87 Percival-st., Oldham-rd., Manchester, and 175A Oldham-rd., Manchester. Mar. 13, at 11; Lancaster.

JOHNSON, JOSEPH (Johnson & Watson), General Contractor, Paradise-sq., Broughton-rd., Salford, Lancashire. Mar. 13, at 11; Lancaster.

KELLY, WILLIAM, out of business, River-st., Hulme, Manchester (formerly Linendraper). Mar. 13, at 11; Lancaster.

LATHAM, JOHN, Slater and Plasterer, 8 & 10 Clare-st., Liverpool. Mar. 13, at 11; Lancaster.

LEVIN, SOLOMON, Dealer in Jewellery, 33 Great Orford-st., Liverpool (formerly of 15 Moon-st., Liverpool, in partnership with Henry Cohen, Jewellers and Watchmakers). Mar. 13, at 11; Lancaster.

LYOT, ROBERT, Butcher and Cattle Dealer with Joseph Nixon, Anderson-st., Oldfield-rd., Salford. Mar. 13, at 11; Lancaster.

LUND, THOMAS, Licensed Victualler, Lime-kiln Inn, Aqueduct-st., Fylde-rd., Preston. Mar. 13, at 11; Lancaster.

PARTIDGE, CHARLES, out of business, Strand-st., Liverpool (formerly of King-st., Darlaston, Staffordshire, Butcher). Mar. 13, at 11; Lancaster.

PEARSON, GEORGE, Coal Dealer, West Bank, Openshaw, Manchester. Mar. 13, at 11; Lancaster.

POTTS, JOHN, Estate and General Agent, 96 Boston-st., Hulme, and 9 St. James-sq., Manchester. Mar. 13, at 11; Lancaster.

PRICE, SUSANNAH, Cap Maker's Assistant, Enderby, Leicestershire. Mar. 18, at 10; Leicester.

REED, EDWARD, out of business, Bidston-hill, Birkenhead (formerly of 7 Cheapside, Liverpool, Licensed Victualler). Mar. 13, at 11; Lancaster.

SMITH, EDWARD, out of business, Plato-st., Kirkdale, Liverpool (formerly of 308 Scotland-rd., Liverpool, Butcher). Mar. 13, at 11; Lancaster.

SMITH, KITTY (Widow of John Smith), Licensed Victualler, Station Hotel, Warrington-st., Ashton-under-Lyne, Lancashire. Mar. 13, at 11; Lancaster.

STRAWSON, PAUL, Chemist and Soda Water Manufacturer, Islington, Liverpool. Mar. 13, at 11; Lancaster.

WEETMAN, JOHN, out of business, 63 Great Jackson-st., Hulme, Manchester (formerly of Victoria-st., Altrincham, Painter). Mar. 13, at 11; Lancaster.

WESTON, CHARLES, out of business, Marsh-st., Shelton, Staffordshire (formerly of the Star Inn, Marsh-st., Licensed Victualler). Mar. 13, at 11; Lancaster.

WHALEY, WILLIAM, Leather Dealer, 9 Brownlow-hill, Liverpool. Mar. 13, at 11; Lancaster.

WILD, JOHN, out of business, Broadway-la, Oldham (formerly of The Travellers' Rest, Scot Field, Oldham, Grocer). Mar. 13, at 11; Lancaster.

TUESDAY, March 3, 1857.

BURGESS, THOMAS, Journeyman Wheelwright, Bollington, Macclesfield. Mar. 18; Chester.

CLIFFORD, THOMAS, Corn Dealer, Stow-on-the-Wold, Gloucestershire. Mar. 18, at 10.30; Bristol.

DAVIES, WILLIAM, Boot and Shoe Maker, Nantwich, Cheshire. Mar. 18; Chester.

HARDING, JOHN, sen., Working Engineer, Freeling-pl., Fishpond-rd., Stapleton, Gloucestershire. Mar. 18, at 10; Gloucester.

LEAVIS, SAMUEL, Hay Dealer, Congleton, Cheshire. Mar. 18; Chester.

LLEWELLIN, JOHN, Hauler and small Farmer, Penmain, Myngddyswyn, Monmouthshire. Mar. 19, at 2; Monmouth.

LOYD, PHILIP, Travelling Tea Dealer, St. Mellons, Monmouthshire. Mar. 19, at 2; Monmouth.

LOVELL, GEORGE, Builder and Master Mason, Risca, Monmouthshire. Mar. 19, at 2; Monmouth.

MORRIS, DAVID WILLIAM, Draper, 41 Bolt-st., Newport, Monmouthshire. Mar. 19, at 2; Monmouth.

PLATT, GEORGE, Dealer in Guano, Audlem, Cheshire. Mar. 18; Chester.

PULFORD, JOSEPH DODD, Gloss, Brush, and Smallware Dealer, 2 Claremont-walk, Chester. Mar. 18; Chester.

SHONE, JOHN, Journeyman Stonemason, 42 St. Ann-st., Chester. Mar. 18; Chester.

STYRIELAND, CHARLES, Journeyman Joiner, Cross-st., Ashton-upon-Mersey, Cheshire. Mar. 18; Chester.

TURNER, JAMES, in no business, Bollington, Macclesfield (formerly Farmer). Mar. 18; Chester.

WILLIAMS, WILLIAM, Basket and Hamper Maker, Park-st. and Bridge-st., Chester. Mar. 18; Chester.

FRIDAY, March 6, 1857.

AMBLER, THOMAS, out of business, Old Dolphin, Clayton, Bradford, Yorkshire (previously of Northwortham, Halifax). Mar. 23, at 9; York.

ASHKAM, JAMES, Labourer, Old Hay-market, Sheffield. Mar. 23, at 9; York.

BAILEY, EDWARD, Clothier, 3 Nessgate, York. Mar. 23, at 9; York.

BAILEY, WILLIAM, out of business, Dewsbury Bank, Yorkshire (previously Beer-shop-keeper). Mar. 23, at 9; York.

BARKE, THOMAS HENRY, Rope and Twine Manufacturer, Goudhurst, Kent. Mar. 23, at 11; Maidstone.

BARRETT, HENRY, General Painter, Barker End-rd., High-st., Bradford. Mar. 23, at 9; York.

BENTLEY, ALBERT, out of business, Yorkshirerian Inn, Coppergate, York (previously of 5 Abraham-gate, Bower-st., Manchester-rd., Bradford, Yorkshire, Journeyman Cabinet Maker). Mar. 23, at 9; York.

BILLINGS, BENJAMIN, out of business, 25 Chance-st., Stratford, Essex (previously of the Horse and Groom Beerhouse, Broadway, High-st., Stratford, Brewer). Mar. 21, at 12; Chelmsford.

BROWN, CHARLES, Innkeeper, Red Lion Inn, Potter-st., Harlow, Essex. Mar. 24, at 12; Chelmsford.

CARTER, JOSIAH THOMAS, Fly Driver, 17 Angel-lane, Stratford, Essex. Mar. 21, at 12; Chelmsford.

COLEMAN, ABRAHAM, Surgeon-Dentist, Castle Meadow, Norwich. Mar. 21, at 10; Norwich.

COOK, THOMAS, Greengrocer, Manchester-rd., Bradford, Yorkshire. Mar. 23, at 9; York.

COOKSON, THOMAS, Woollen Cloth Manufacturer, Dog-la, Elland, Halifax. Mar. 23, at 9; York.

COOPER, HENRY OCTAVIUS WILLIAM, Boarding and Lodging-house Keeper, 14 Gloucester-ter., Pimlico. Mar. 21, at 10; Norwich.

CROSSLAND, BENJAMIN, Blanket Weaver, Heckmondwike, Dewsbury, Yorkshire. Mar. 23, at 9; York.

DALLS, JOHN TOMLINSON, out of business, 5 Market-st., York (formerly of North-st., Goole, Merchant's Clerk and Shipping Agent). Mar. 23, at 9; York.

ETTE, FRANCIS KING, Book-keeper and Vinegar Merchant, Somerville-ter., Sheffield. Mar. 23, at 9; York.

FAWTHROP, THOMAS, Surgeon and Apothecary, Square, Halifax. Mar. 23, at 9; York.

FRANCIS, GEORGE, out of business, Plough Inn, Scarborough (previously of Masson Arms St. Thomas-st., Scarborough, Licensed Victualler). Mar. 23, at 9; York.

GOODSELL, WILLIAM, jun., Farmer, Barming, Kent. Mar. 23, at 11; Maidstone.

GREENWOOD, JAMES, out of business, New-la-pl., Meadow-la., Leeds (previously of Croft-st., Water-la., Leeds, Hackle and Tool Maker). Mar. 23, at 9; York.

HARDCASTLE, BENJAMIN, out of business, Pudsey, near Leeds (previously Provision Dealer and Grocer). Mar. 23, at 9; York.

HODGSON, CHARLES (sued with Jane Hodgson), out of business, Garlington, Manningham, Bradford, Yorkshire. Mar. 23, at 2; York.

HODGSON, JANE (sued with Charles Hodgson), Domestic Servant, Manningham, Bradford, Yorkshire. Mar. 23, at 1; York.

HUSTWICK, GEORGE, Publican, in lodgings, 363 Parliament-st., York, and Half Moon Inn, Ellerton, Wheldrake, Yorkshire. Mar. 23, at 9; York.

KNAPTON, ABRAHAM, Hind and Farm Labourer, Wilsden, Bingley, Yorkshire. Mar. 23, at 9; York.

LENLEY, RICHARD, out of business, Stonegate, York (therefore of 60 King Cross-st., Halifax, Boot and Shoe Maker). Mar. 23, at 9; York.

MASON, CHRISTOPHER, Linen and Woollen Draper, 332 Hall-la., Bowling, Bradford, Yorkshire. Mar. 23, at 9; York.

MORTON, JOSEPH, File Smith and Forger, 3 Nessgate, York. Mar. 23, at 9; York.

MUGASTROYD, JONATHAN, Overlooker, late of 37 Raven-st., Bradford, Yorkshire. Mar. 23, at 9; York.

NELSON, JOHN, out of business, 4 St. Mark-st., Woodhouse-la., Yorkshire. Mar. 23, at 9; York.

NORTON, CHARLES, out of business, Pontefract, Yorkshire (previously Innkeeper, &c.). Mar. 23, at 9; York.

OLDFIELD, JAMES, Innkeeper, George Inn, Hadley, Butley, Dewsbury, Yorkshire. Mar. 23, at 9; York.

PARKIN, DAVID, Commission Agent, Hightown, Leeds. Mar. 23, at 9; York.

PREST, JOHN, out of employ, Halifax (formerly of Griffin Inn, George-st., Halifax, Licensed Victualler). Mar. 23, at 9; York.

READ, JOHN, Farmer, Fryerning, Essex. Mar. 21, at 12; Chelmsford.

REEVES, THOMAS HENRY, Clicker to Boot and Shoe Maker, Hawkhurst, Kent. Mar. 23, at 11; Maidstone.

RHODES, JOHN, out of business, Holgate-la., York (previously of Ecclehill, Leeds, Butcher). Mar. 23, at 9; York.

SMITH, JOHN, Grocer, 31 Northgate-st., Bradford, Yorkshire. Mar. 23, at 9; York.

SMITH, THOMAS, Weaver, Rattan Clough, Ovenden, Halifax. Mar. 23, at 9; York.

SSESBY, SARAH, Widow, Swavesey, Cambridgeshire. Mar. 16, at 10; Cambridge.

STENLY, MARK, out of business, Salter-rd., Pontefract (previously of Pine Apple Inn, Baxtergate, Pontefract, Innkeeper). Mar. 23, at 9; York.

WALKER, RICHARD, out of business, New Wortley, Leeds (formerly of New Wortley, Coal Merchant). Mar. 23, at 2; York.

WEIR, HANNAH, out of employment, Thornes, near Wakefield (previously of Market-st., Wakefield, Schoolmistress). Mar. 23, at 9; York.

WHITLEY, BENJAMIN, Licensed Victualler, Smith's Arms Inn, Castle-gate, Huddersfield. Mar. 23, at 9; York.

WILSON, ROBERT, Commission Traveller in Tea, 15 Oxford-st., Scarborough. Mar. 23, at 9; York.

WOOD, BENJAMIN, Licensed Victualler, Punch Bowl Inn, Back-lane, Little Horton, Bradford. Mar. 23, at 9; York.

WOOD, BENJAMIN, out of business, 3 Mab-ct., Bradford, Yorkshire (previously of Carlton-pl., Bradford, Staff Merchant). Mar. 23, at 9; York.

MEETINGS.

TUESDAY, March 3, 1857.

BADDOCK, JOHN, Tailor, Aylesbury. Mar. 26; Aylesbury. *Die.*

JONES, RICHARD, Rev. Rector of Llangynog, Clerk. Mar. 27, at 12; Llanfyllin. *Further Die.*

FRIDAY, March 6, 1857.

HARRISON, THOMAS, Wholesale and Retail Chemist and Druggist, Church-gate, All Saints, Loughborough, Leicester. Mar. 14, at 10, at Town-hall, Loughborough. *And Ac. & Die.*

HINTON, RICHARD THOMAS, Much Wenlock, Salop. Mar. 21, at 10, at Wyndyatt Arms Inn, Much Wenlock, to assent to, or dissent from, composition with debtor to insolvent's estate.

DIVIDENDS.

AT PROVISIONAL ASSIGNEE'S OFFICE, 5 PORTUGAL-ST., between 11 and 3.

TUESDAY, March 3, 1857.

BIRD, THOMAS, Painter, 3 Graham-st., Pimlico. 20s.

BRADLEY, ROBERT, Clerk in the Ordnance Office, 1 Vicarage-st., Kensington. 1s.

CALWAY, JOHN, jun., Boot and Shoe Maker, 2 Kingsland-green, Mid-dlesex. 1s. 4d.

CHESTER, MATTHEW, Attorney-at-Law, 23 St. James's-pl., Toxteth-pk., Liverpool. 20s.

HALEST, JOHN DEERE, Surgeon, 57 Bridge-st., Cambridge. 6s. 1d.

MEDLEY, SARAH, Hair Seating Manufacturer, Bridge-st., Sheffield. 6d.

MICHAEL, AUGUSTUS JOSEPH HERNE BIZET, Professor of Dancing, 22 Orchard-st., Portman-sq. 20s.
ROSSI, LOUIS, Hairdresser, 254 Regent-st. 4d.
SANDERSON, ALFRED WHALEY, Tea and Coffee Dealer, 12 Cable-st., Lancaster. 24d.
WEBSTER, JOHN, Farmer, Handforth, Manchester. 11d.
WILLIAMS, GEORGE FREDERICK, Clerk in Whitechapel County Court, 3 Osborn-st., Whitechapel. 6s.
WRIGHT, WILLIAM, Barrister-at-Law, 3 Lloyd-pl., Blackheath. 64d.

Assignments for Benefit of Creditors.

TUESDAY, March 3, 1857.

BARKER, JOHN, Leather Seller, Dudley-st., St. Giles', Middlesex. Feb. 4. *Trustee*, W. Linley, Currier, West Smithfield. *Sols.* Linklater & Hackwood, 17 Sise-lane.
COLLIS, BENJAMIN, Linendraper, Bishop's Stortford, Hertfordshire. Feb. 4. *Trustee*, R. Milburn, Warehouseman, Newgate-st. *Sol.* Mardon, 99 Newgate-st.
KEMP, WILLIAM, Ironmonger, Woodbridge, Suffolk. Feb. 28. *Trustees*, G. E. Thompson, Merchant, Woodbridge; B. Moulton, Auctioneer, Woodbridge. *Sol.* Reeve, Woodbridge.
MEREDITH, EVAN, Ladies' Mourning Warehouseman, 16 Ludgate-hill. Feb. 23. *Trustees*, H. Holdsworth, Warehouseman, 6 Goldsmith-st., Cheapside; G. Howes, Warehouseman, St. Paul's-churchyard. *Sol.* Hick, 13 Copthall-st.
NAYLOR, WILLIAM, Cloth Manufacturer, Wortley, Leeds. Feb. 23. *Trustees*, J. Osborne, Woolstapler, Leeds; Lot Croisdale, Cloth Manufacturer, Holbeck, Leeds. *Sol.* Shackleton, Central Market-bldgs., Leeds.
PAGE, WILLIAM, Manufacturer of Hosiery, Leicester. Feb. 12. *Trustees*, J. Plant, Box Manufacturer; G. Baines, Worsted Spinner; W. Smith, Farnesmith, all of Leicester. *Sols.* Stone & Paget, Welford-pl., Leicester.
PAYNE, WILLIAM, Victualler, Walsall, Staffordshire. Feb. 6. *Trustee*, J. Lowe, Agent, Birmingham. *Sol.* Thomas, Walsall.
SELLEY, THOMAS, Hotel-keeper, Falmouth. Feb. 25. *Trustees*, W. Carne, Merchant, Falmouth; W. Selley, Hotel-keeper, Budock, Cornwall. *Sol.* Moorman, Falmouth.
THOMSON, GEORGE, Farmer, Forrest Farm, Catterick, Yorkshire. Feb. 12. *Trustee*, J. Black, Farmer, Ford West Field, Ford, Northumberland. *Sols.* Langhorne & Tomlin, Richmond.

FRIDAY, March 6, 1857.

AILEN, JOHN, Grocer, Hill-st., Stoke-upon-Trent. Feb. 19. *Trustees*, G. Stawdry, Grocer, Stoke-upon-Trent; R. Smith, Stone. *Sol.* Slaney, Newcastle, Staffordshire.
CHEERY, JOHN, Pattern Tie Manufacturer, Long-lane, Bermondsey. Feb. 28. *Trustee*, F. J. Lipsham, Cashier, 18 Loughboro'-park, Brixton. *Sol.* Bousfield, 14a, Philpot-la., Eastcheap.
CLAYTON, CHARLES, Innkeeper and Saddler, Bridgnorth, Salop. Mar. 3. *Trustees*, W. Jones, Wine Merchant, Bridgnorth; T. Deighton, Maltster, Bridgnorth. *Sol.* Hardwick, Bridgnorth.
FOWLER, EDWARD, Victualler, Liverpool. Feb. 13. *Trustee*, G. E. Holt, Accountant, Liverpool. *Sol.* Martin, 24 Devonshire-pl., Everton, Liverpool.
GILLET, GEORGE, Builder, Joiner, and Cabinet-maker, Preston, Lancashire. Mar. 3. *Trustees*, J. Armistead, Contractor, Preston; T. Turner, Joiner and Builder, Preston. *Sols.* Winstanley & Charnley, Preston.
HILL, ELIZABETH, Widow, Coach Builder, 20 and 21 Little Moorfields. Feb. 13. *Trustees*, C. Gadsdon & B. Gadsdon, Wholesale Saddlers' Ironmongers, Union-st., Bishopsgate-st. *Sol.* Burkill, Carriers' Hall, London-wall.
REYNOLDS, THOMAS, Nurseryman and Seedsman, Ross, Herefordshire. Feb. 23. *Trustee*, A. C. Wheeler, Nurseryman and Seedsman, Gloucester. *Sol.* Hooper, Ross.
SANDERS, AMOS, Victualler and Cabinet-maker, Rose & Crown Public-house, Booth-st., Spitalfields. Feb. 6. *Trustee*, J. Parkins, Victualler, George and Dragon Public-house, 22 Greek-st., Soho. *Sol.* Wyatt, 11 King's-rd., Bedford-row.
THRELFALL, WILLIAM, Iron Merchant, Preston, Lancashire. Feb. 17. *Trustees*, R. Parker, Gent., Preston; R. Adamson, Ironfounder, Preston. *Sols.* Winstanley & Charnley, Preston.

Partnerships Dissolved.

TUESDAY, March 3, 1857.

AINSWORTH, THOMAS, & JOHN STIRLING, Flax Spinners, and T. AINSWORTH, J. STIRLING, ANNE BARTON AINSWORTH, SARAH AINSWORTH, & JOHN WINSTANLEY, Iron Miners, Cleator, Cumberland. Dec. 31.
ALCOCK, MARY WILSON, & ELIZABETH ALCOCK, Milliners, Church-st., Tewkesbury. Debts received and paid by E. Alcock. Feb. 23.
ARMSTRONG, JAMES, THOMAS WATSON, & HENRY SIMPSON, Woollen Drapers, 38 Mosley-st., Newcastle-upon-Tyne; as regards Armstrong. Feb. 26.
BOWHAY, JOSEPH, & JOHN SIMS (Bowhay, Sims, & Co.), Tamar Iron Works, Drakewalls, Calstock, Cornwall; as regards Sims. Jan. 26.
BREWIN, ROBERT, THOMAS BREWIN, & WILLIAM BREWIN (John Brewin & Sons), Corn Dealers, Cirencester, Gloucestershire. Debts received and paid by R. & W. Brewin. June 23, 1856.
CHEW, JOHN, & ROBERT R. ANDREWS (Chew & Co.), Livery-stable-keepers, 19 Little Noorfields. Debts paid and received by Chew. Feb. 23.
COLEMAN, JOHN A., & HENRY BARNAVY, Chemists and Druggists, Rochester. Feb. 3.
DAWSON, JAMES, ABRAM WEBSTER, & WILLIAM BARON (Dawson & Co.), Cotton Manufacturers, Old Shop Mill, Todmorden, Halifax; as regards Dawson. Feb. 27.
DROUDET, RENE AMEDEE, & JOHN PIERRE ALPE (Droudet, Gardner, & Co.), Merchants, 8 Fenchurch-st., and at Havre; as regards Alpe. Feb. 28.
FOQUET, JOHN JAMES, & JAMES ALFRED MEW, Attorneys, Newport, Isle of Wight. Sept. 30.
FULLER, FRANCIS SALMON, & ROBERT FULLER, Drapers, Edgware-rd. Debts received and paid by F. S. Fuller. Feb. 27.

GARMESON, JOHN, & THOMAS GARMESON, Mercers, 133 & 134 Tottenham-cr.-rd., and 1, 2, & 3 Warren-st. Debts paid and received by J. Garmeson. Feb. 28.
HATTEN, WILLIAM, & WILLIAM COUSINS, Builders and Pianoforte-makers, Kentish-town. Feb. 24.
HOLDSWORTH, MARK, EDWARD ALLISON, & GEORGE WHITTON, Plumbers and Glaziers, Horncastle, Lincolnshire. Feb. 28.
HOWARD, JOHN, & JAMES BLEAKLEY, Ironfounders, Old Accrington. Debts received and paid by Howard. Feb. 24.
HUGHES, ROBERT, & WILLIAM JONES, Stone Cutters, Rhyl, Flintshire. Debts received and paid by Hughes. Feb. 23.
HUSTLER, JOSEPH, WILLIAM HUDSON, HUGH BROWN, ISAAC BROWN, SAMUEL LONG, BENJAMIN PENNY, EDWARD PRESTON, JOHN WHITAM, JOSEPH SMITH, STEPHEN TRAL, JOHN DENISON, JOSEPH DENISON, JOSEPH STUTTON, EDWARD BAYSHAW, JOSEPH BROWN, JOSEPH BEANLAND, WILLIAM BROWN, & ISAAC WAITE (Hustler, Hudson, & Co.), Scribbling and Felling Millers, Old Mill, Yeadon, Guiseley, Yorkshire; as regards J. Hustler, S. Long, J. Smith, S. Teal, John Denison, Joseph Denison, J. Sutton, E. Bayshaw, and W. Brown. Jan. 1.
JONES, NOAH, & DANIEL JONES, Builders, Cardiff. Mar. 2.
LARREY, JOHN, & ROBERT JACKSON, Tea Dealers, King-st. and Market-pl., Huddersfield. Feb. 27.
MAWBREY, JOSEPH, & RICHARD HENRY EDGELL (MawbreY, Edgell, & Co.), Commission Merchants, 15 St. Dunstan's-hill. Debts received and paid by Edgell. Feb. 28.
MORGAN, ELIJAH, & HENRY PRICE, Carpet and Rug Manufacturers, Kidderminster. Feb. 9.
MYERS, HENRY, & EDWARD FALCKE (Henry Myers & Co.), Wholesale Silk Merchants, 38 Gresham-st. Debts received and paid by Myers. Feb. 28.
PARKIN, JOSEPH, & JOHN BLACKWELL, Steel and File Manufacturers, Sheffield. Feb. 24.
RAWLINS, HENRY JOHN EASTMAN, & ALFRED RAWLINS (Rawlins Bros.), Builders, 19 Crown-st., Finsbury. Debts received and paid by A. Rawlins. Feb. 24.
ROSCOW, THOMAS, SAMUEL WILD, JAMES LORD, JOSEPH WOOD, JOHN STOTT MILNE, GEORGE JACKSON, SAM JACKSON, JAMES ANDREW, & JAMES HAIGH (Thomas Roscow & Co.), Coal Proprietors, Boarshaw and Tongue, Middleton, Lancashire; as regards Roscow and Milne. Feb. 18.
SEALE, BERNARD, & MARYANN MILNER (Dutwin, Seale, & Milner), Cast-steel Rollers, Sheffield. Debts received and paid by Milner. Jan. 1.
SKINNER, ALFRED, & JOSEPH KAL (Skinner & Co.), Woollen-draperies, Pontypool, Trevelin, Monmouthshire. Debts received and paid by Skinner. Feb. 25.
SMITH, JOSEPH, & JOSEPH FRANCE, Woollen Cloth Dressers, Marsh, Huddersfield. Debts received and paid by Smith. Feb. 26.
SUNDERLAND, JOSEPH, JOSHUA TAYLOR, & THOMAS HOLMES (Joseph Sunderland), Worsteds Spinners, Spring Mill, Cold Edge, Warley, Halifax. Debts received and paid by Sunderland. Feb. 19.
THORPE, AUGUSTUS, & GEORGE WATSON CUTTS (Watson & Co.), General Merchants, Shanghai. Dec. 31.
WATSON, JOSEPH, CHRISTOPHER HUNTER, MICHAEL WATSON, & GEORGE WATSON, Bricklayers, Darlington. Debts received and paid by J. Hodgson, Horse-market, Darlington. Feb. 28.
WEIR, JAMES, & WILLIAM FINLAYSON HUNTER (Weir, Hunter, & Co.), Drapers, 10 Gt. Dover-rd., Borough. Debts received and paid by Hunter. Feb. 28.
WILSON, JOHN, & FRANCIS ASHTON, Builders, East Retford, Nottinghamshire. Feb. 28.
WILSON, JONATHAN, & FISHER WILSON (Fisher Wilson & Co.), Wood Hoop Merchants and Agents, Liverpool. Feb. 23.
WOLSTENHOLME, THOMAS CARUS, & JONATHAN FIELDING CALVERT, Plumbers, Blackburn, Lancashire. Debts received and paid by Wolstenholme. Feb. 27.
YOUNG, JOS., ROBT. O. HAERISON, & WILLIAM J. YOUNG, Attorneys-at-Law and Solicitors, Sunderland. Feb. 24.

FRIDAY, March 6, 1857.

ASPELL, JAMES, & HENRY WALTON (H. Walton & Co.), and J. Aspell & Co., Bleachers, Blackley, Manchester. Debts received and paid by Aspell. Mar. 2.
BROWN, THOMAS, & GEORGE SHEPLEY, Candle Wick Manufacturers, New Mills, Derbyshire. Mar. 3.
COSWAY, WILLIAM, WILLIAM COSWAY, jun., & PHILLIP COSWAY (Cosway & Sons), Lime Burners, Tiverton. As regards William Cosway, Dec. 31, 1856.
COX, ENOCH BUTWELL, & WILLIAM KING EWES, Mercers and Drapers, High-street, Stratford-upon-Avon. Debts received and paid by Ewen. Feb. 28.
DUCKWORTH, WILLIAM, & JAMES DUCKWORTH (Edward Duckworth & Sons), Shuttle and Shuttle Peg Manufacturers, Higham, Lancashire. Debts received and paid by W. Duckworth. Feb. 23.
EATON, JOHN, & the late JOSEPH HOLLAS, Stone Masons and Builders, Ashton-under-Lyne. Sept. 24.
EYRE, CHARLES ALEXANDER, & HENRY LUFF, Letter-press and General Printers, Liverpool. Debts received or paid by Eyre. Feb. 14.
GUNN, GEORGE JAMES, & WILLIAM JAMES, Joiners and Builders, Nottingham. Feb. 12.
HALL, ELLEN, & RICHARD RUSSELL, Saddlers, Down-st., Piccadilly. Jan. 1.
HARDMAN, MOSES, & JOHN ANTHONY, Ironfounders, Elton, Bury, Lancashire. Debts received and paid by M. Hardman. Feb. 25.
HARROP, ALFRED, & CHARLES SMITH (Harrop & Co.), Bellows Manufacturers General Merchants, Sheffield. Debts received and paid by Harrop. Mar. 2.
HOOPER, WILLIAM, & JOSEPH FRY, India Rubber Manufacturers, 7 Dowgate-hill, and Mitcham, Surrey. Mar. 2.
HORTON, HENRY, JAMES HORTON, GEORGE HORTON, & DANIEL HORTON (Horton & Sons), Cabinet Makers, Bath. Dec. 31.
HYDE, HENRIETTA, & JAMES CHRISTIAN (Hyde & Co.), Chimney-pot-makers, Manchester, Liverpool, and Leeds. Oct. 20, 1856.
LEMALE, JEAN THEODORE, JOHN MATTHEW BRAT, THOMAS FAWCETT, & THOMAS ROBERT RUTLEY, Manufacturers of Mineral Teeth and Dentists' Materials, 62 Chandos-st., Covent-garden. Dec. 31.
MEAD, WILLIAM, & RICHARD BAILEY, Millers, &c., Tring, Hertfordshire, and Paddington. Debts received and paid by Mead. Feb. 13.

MELVILL, ROBERT ALEXANDER, & FREDERICK NAPOLEON MELVILL, Watch Jewellers, 40 King-st., Clerkenwell. June 80.

MOORCROFT, JAMES, & CHARLES BOOTH, Paper & Bag Dealers, and Iron Merchants, Bolton-le-Moors. Debts paid and received by Booth. Mar. 2.

MOSES, HENRY, ELEAZER MOSES, LAURENCE LEVY, MOSES LEVY, & ASSUR HENRY MOSES (Moses, Levy, & Co.), General Merchants, Aldgate, and Manchester and Liverpool; as regards Moses Levy. Dec. 31.

NEGUS, THOMAS NEAL, & THOMAS RICHARDSON NEGUS, Druggists and Grocers, Chittiers, Cambridge. Debts received and paid by T. N. Negus. Feb. 2.

NEUMANN, HENRY, & FREDERICK ENGEL, Merchants, Liverpool. Mar. 2.

OCKMORE, JAMES, & GEORGE GILBERT, Shell and General Fishmongers, 127 Wardour-st. Mar. 5.

PATTISON, THOMAS, & LAWRENCE SMITH, Joiners and Builders, Bradford, Yorkshire. Mar. 2.

PLAISTER, WILLIAM HORTON, & JAMES ROGERS PLAISTER, Grocers and Tea Dealers, 111 Tottenham-st.-rd. Debts received and paid by W. H. Plaister. Mar. 4.

PONINSKA, MAGDALENE, & JULIUS GUMPRECHT, Milliners and Florists, Mount-st., Berkeley-sq. Dec. 31.

RICHARDSON, JOHN, and the late RICHARD FOULKES BENNETT, Mercers and Drapers, Birmingham. Debts received and paid by Richardson. Jan. 8.

RICHARDSON, WILLIAM, & HENRY DIXON, Surgeons and Apothecaries, Norton, near Stockton-on-Tees. Feb. 28.

RICHARDSON, W. T., & JOHN BAREINGTON POINTON (Richardson & Co.), Cotton Manufacturers, Manchester. Feb. 27.

ROBINSON, THOMAS, & WATSON DICKINSON, Owners of, and Letting Out for Hire, a Steam Portable Threshing Machine, Wetherby, Yorkshire. Debts received and paid by Robinson. Feb. 24.

SACK, FREDERICK, MARTIN FREDERICK BREMER, FREDERICK WILLIAM SACK, JOHANN CHRISTIAN BREMER JUN., & JOACHIM FREDERICK BREMER (Sack, Bremer, & Co.), Ship and Insurance Agents, London-st.; as concerns F. Sack. Feb. 28.

SANDS, WILLIAM, & JOHN EMERY, Carpenters and Builders, 18 Cursitor-st., Chancery-la. Feb. 28.

SCOTT, WALTER SAMUEL, & JOSEPH MERRALLS, Photographers, Polytechnic Photographic Rooms, Regent-st. Debts received and paid by Merralls. Feb. 28.

VARLEY, JESSE, & JAMES VARLEY (John Varley & Co.), Brass and Iron Founders, St. Helen's, Lancashire. Debts received and paid by Varley. Feb. 28.

WASTELL, WILLIAM, DANIEL WASTELL, & GEORGE EVANS (Wastell, & Evans), Dyers, 3 Princes-st., Spitalfields; as regards G. Evans. Mar. 4.

WHEELER, JAMES, & WILLIAM YATES CAISTOR, Attorneys, 10 John-st., Adelphi. Jan. 31.

WILL, WILLIAM LANE, & JOHN WILL, Jun., Cabinetmakers and Upholsters, Atherton, Warwickshire. Debts received and paid by W. L. Will. Mar. 3.

WIPPERMANN, GUSTAV ALBERT, & EDWARD CHARLES RAMSDEN (G. Wippermann & Co.), Merchants, 37 Fenchurch-st. Debts received and paid by Ramsden. Mar. 4.

Creditors under Estates in Chancery.

TUESDAY, March 3, 1857.

GAITSKELL, JOHN (who died in Jan. 1837), Distiller, Bermondsey-st. Creditors to come in and prove their claims on or before April 18, at the Master of the Rolls' Chambers.

JUDSON, MARY ANN (who died in May, 1854), Spinster, Henley-on-Thames, Oxfordshire, and Ware, Hertfordshire. Creditors and incumbrancers to come in and prove their debts on or before Mar. 24, at the Master of the Rolls' Chambers.

LANGLEY, THOMAS, sen. (who died in Jan. 1848), Gent., Slough, Bucks. Creditors to come in and prove their debts on or before Mar. 28, at V. C. Kindersley's Chambers.

LEWIS, REV. WILLIAM PRICE, (who died in Mar., 1853), Clerk, Rosewarne, Camborne, Cornwall. Creditors to come in and prove their debts on or before April 3, at V. C. Kindersley's Chambers.

PELLEW, SAMUEL HUMPHREY (who died in Mar., 1854), Esq., Falmouth, Cornwall. Creditors to come in and prove their debts on or before Mar. 24, at the Master of the Rolls' Chambers.

PERKINS, STEPHEN (who died on Oct. 22, 1855), Gent., Preston-next-Faversham, Kent. Creditors to come in and prove their debts on or before Mar. 19, at the Master of the Rolls' Chambers.

RENNER, JOHN (who died in Feb. 1845), Esq., Cow Close, Easington, Durham. Creditors and incumbrancers to come in and prove their claims on or before April 3, at V. C. Stuart's Chambers.

STEVENS, HENRY JAMES (who died in Nov. 1855), Esq., Denham Lodge, Buckinghamshire. Creditors to come in and prove their debts on or before Mar. 23, at the Master of the Rolls' Chambers.

WUCKHAM, JAMES, sen. (who died in Oct. 1855), Esq., Sutton Scotney, Wootton Bassett, Southampton, and Winchester. Creditors to come in and prove their debts on or before April 3, at the Master of the Rolls' Chambers.

WILCOX, ROBERT PARISH (who died in May, 1856), Turner, Upper Gornal, Sedgely, and West Bromwich, Staffordshire. Creditors to come in and prove their debts or claims on or before Mar. 26, at the Master of the Rolls' Chambers.

WILSON, JOSEPH (who died in July, 1840), Gent., Carnfield Hall, Derbyshire. Incumbrancers to come in and prove their incumbrances on or before April 3, at V. C. Kindersley's Chambers.

YATES, RICHARD VAUGHAN (who died in Nov. 1856), Esq., Liverpool. Creditors and incumbrancers to come in and prove their claims on or before Mar. 27, at the Master of the Rolls' Chambers.

FRIDAY, March 6, 1857.

BRANLEY, JOHN (who died in May, 1854), Gent., Bromley-st., Stepney. Creditors to come in and prove their debts on or before April 18, at the Master of the Rolls' Chambers.

DANGERFIELD, RICHARD (who died in August, 1831), Gent., Folkestone, and 7 South-st., Chelsea. Creditors to come in and prove their claims on or before Mar. 14, at V. C. Wood's Chambers.

FULHAM, THOMAS (who died in November, 1836), Ironmonger, Retreat Cottage, Summit-pl., Upper Clapton. Incumbrancers to come in and prove their claims on or before Mar. 17, at V. C. Stuart's Chambers.

HOOBER, SQUIRE (who died in Aug., 1852), Cabinet Maker, Folkestone. Creditors and incumbrancers to come in and prove their debts and claims on or before April 16, at V. C. Stuart's Chambers.

RATLEY, RICHARD (who died Nov. 3, 1846), Esq., Lincoln's-inn. Creditors and incumbrancers to come in and prove their debts or claims on or before Mar. 23, at the Master of the Rolls' Chambers.

WEBSTER, JOSEPH (who died Mar. 19, 1855), Clothier, Horbury, Yorkshire. Incumbrancers and creditors to come in and prove their debts on or before Mar. 24, at V. C. Stuart's Chambers.

WILKINS, JOEL (who died in Sept., 1856), Surgeon, Winchelsea, Sussex. Creditors to come in and prove their debts on or before Mar. 28, at the Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, March 3, 1857.

ATHENÆUM LIFE ASSURANCE SOCIETY.—V. C. Wood will proceed, on Mar. 19, at 12, at his Chambers, to settle the list of contributors.

DEPOSIT AND GENERAL LIFE ASSURANCE COMPANY.—The Master of the Rolls will proceed, on Mar. 9, at 3, at his Chambers, to settle the list of contributors.

FRIDAY, March 6, 1857.

ATHENÆUM LIFE ASSURANCE SOCIETY.—V. C. Wood will proceed, at his Chambers, on Mar. 19, at 12, to settle the list of contributors.

BASTENE ASPHALTE OR BITUMEN COMPANY.—Master Humphry will proceed, at his Chambers, on Mar. 31, at 11, to settle the list of contributors.

BITUMINOUS SHALE COMPANY.—V. C. Stuart purposes, at his Chambers, on Mar. 21, at 11, to make a call of £5 per share; credit being given for all sums paid in excess of £55 per share.

DEPOSIT AND GENERAL LIFE ASSURANCE COMPANY.—The Master of the Rolls will proceed, at his Chambers, on Mar. 9, at 3, to settle the list of contributors.

GENERAL INDEMNITY INSURANCE COMPANY.—V. C. Wood will, at his Chambers, on Mar. 13, at 2, appoint an Official Manager.

Scotch Sequestrations.

TUESDAY, March 3, 1857.

ANDERSON, JOHN, Grocer and Hosier, Mynefield Fens, Invergowrie, Perthshire. Mar. 10, at 12, British Hotel, Dundee. Sep. Feb. 27.

LANOIT, DONALD, Farmer and Grazier, Stronachvie, Moulin, Perthshire. Mar. 7, at 12, Fisher's Inn, Pilchery. Sep. Feb. 25.

MACKAY, JOHN, Commission Agent, Union-st., Glasgow. Mar. 9, at 12, Victoria Hotel, West George-st., Glasgow. Sep. Feb. 26.

ROTHERFORD, GEORGE FLETCHER (Rutherford & Co.), Brewer, Commercial-rd., Hutcheson-town, Glasgow. Mar. 7, at 1, Globe Hotel, George-sq., Glasgow. Sep. Feb. 26.

FRIDAY, March 6, 1857.

AITKEN, GEORGE, Draper, Main-st., Bridgeton, Glasgow. Mar. 12, at 2, Faculty-hall, St. George's-pl., Glasgow. Sep. Feb. 28.

BROWN, PETER, Fleisher and Cattle Dealer, Dundee. Mar. 13, at 12, British Hotel, Castle-st., Dundee. Sep. Feb. 27.

M'KAY, JAMES GORDON (J. G. M'Kay & Co.), Drysalter, 46 India-st., Edinburgh. Mar. 13, at 1, Stevenson's Sale-rooms, 4 St. Andrew-sq., Edinburgh. Sep. Mar. 3.

Lincolnshire.—Capital Freehold Farms, producing upwards of £2,000 per annum.

MESSRS. FOSTER are directed to **SELL** by AUCTION, in a short time, in lots (unless previously disposed of by private contract) FREEHOLD FARMS, at Holbeach, in the county of Lincoln, land-tax redeemed, late the property of John Johnson, Esq., and Mr. Thomas Sturton, consisting of 1,170 acres of land, remarkable for its dept of soil and great fertility, situate in Holbeach Marsh, divided into farms, with farm-houses and homesteads; also, 1,440 acres of high samphire marsh and lands, lying next the sea; these outmarshes are peculiar and important features in the property. Particulars can be obtained on application to D. S. Bockett, Esq., 60, Lincoln's-inn-fields; Messrs. Routh and Rowden, 14, Southampton-street, Bloomsbury; Edward Wadsworth, Esq., 50, Lincoln's-inn-fields; Messrs. Willan and Stevenson, 35, Bedford-row; Henry Thompson, Esq., solicitor, Grantham; A. Mables, Esq., solicitor, Spalding; E. Millington, Esq., surveyor, Holbeach (to whom application to view must be made); and of Messrs. Foster, 54, Pall-mall, London.

Freehold and Copyhold Houses and Lands, in the village of East Barnet, Herts, half a mile from the railway-station; at Upper Northfleet, and Gravesend, Kent, of Four Policies, with Bonuses, in the University Life Assurance Society; a Post-obit Bond, payable on decease of a gentleman, aged 80; and a Leasehold House in Great Cornam-street, held at a ground rent.

MESSRS. BULLOCK are directed by the Executor of the Mortgagee to **SELL** by AUCTION, at the Mart on Wednesday next, in 13 lots, a MOIETY or HALF-SHARE of the FREEHOLD GRASS FARM, Layfields, with residence, garden, orchard, yard, out-buildings, and 43a. of land, upon two fields of which a portion of the Great Northern Railway has been formed, lately let on lease, which expired at Michaelmas last, at £106 per annum; and of a Freehold Ale-house, the Black Prince, let at £16 per annum; also a Moiety of a Copyhold Baker's Shop, dwelling-house, yard, and buildings, with large front garden; of Three Cottages and Gardens, and the entirety of Two roadside Plots of Land, held of the Manor of Chipping Barnet and East Barnet, at trifling annual quit rents; a Freehold Residence and Garden, on the high road, at Upper Northfleet, Kent; Eight Freehold Houses, in and adjoining the Darnley-road, Gravesend; a Leasehold House, 24, Great Cornam-street, held for 42½ years unexpired; a Post-obit Bond for £300; and Four valuable Policies for sums amounting to £1,450, to which bonuses equal to nearly £300 have been declared as additions. Particulars and Plans may be had at the inns in the neighbourhood; of Mr. A. R. Steele, solicitor, Lincoln's-inn-fields; and of the Auctioneers, 211 High Holborn.

Red-hill, near Reigate, Surrey.—Valuable Freehold detached Residence, with Offices, Pleasure Grounds, Garden, and Land, the whole estate comprising upwards of 12 acres, with possession.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Mortgagees to offer for SALE, at the Mart, on Friday, March 13, at 12, an extremely valuable and beautiful FREEHOLD PROPERTY, known as Blackstones, delightfully situated on the summit of Red-hill, and adjoining the common, a highly picturesque and fine healthy part of the county of Surrey, about ten minutes' walk from the Reigate Junction Station, on the Brighton and South-Eastern Railways, and within an hour's ride of the metropolis. It consists of an elegant residence, most substantially built of stone, at great cost, within the last four years, standing perfectly detached, commanding extensive and lovely views, and containing seven bed rooms, dressing room, bath room, linen room, square landing, a noble lofty drawing room, 31 ft. by 17 ft.; dining room, handsomely decorated, 25 by 16 ft.; morning room, 24 ft. 6 in. by 17 ft.; library, 16 ft. by 12; the windows all opening to the grounds, and fitted with plate-glass, spacious entrance and inner halls, space for conservatory (the foundation of which is laid), wide polished oak staircase, secondary stairs, three water-closets, lobby, footman's waiting room, butler's pantry, housekeeper's room, kitchen, scullery, and other capital offices, strong room, two wine cellars, laundry, yard, hen and wood houses, pleasure grounds surrounding the house laid out in lawn, flower beds, and shrubberies, terrace walk, kitchen garden, melon ground and pits, lodge entrance, containing two rooms, garden, &c., and enclosures of meadow and arable land, comprising in the whole upwards of 12 acres. The residence, which is admirably adapted for a family of the first respectability, is, with the exception of some internal decorations, completely and expensively finished, the accommodation and general arrangements are admirable throughout, and there is an abundant supply of pure spring water to the whole of the premises from a never-failing source. There is also a convenient site for the erection of stabling, &c. Possession will be given on completion of the purchase. May be viewed by cards only, and particulars had at the White Hart Hotel, Reigate; Lakemans' Hotel, Red-hill; the Old Ship, Brighton; of Messrs. Richardson and Wansey, solicitors, No. 3, Moor-gate-street; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Cheapside.—Very valuable Freehold Properties, land-tax redeemed, the present low rentals amounting to £345 per annum.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, March 13, at 12, in three lots, the following valuable FREEHOLD PROPERTIES—viz., Lot 1. A capital and substantial Shop, Dwelling-house, and Offices, situate No. 70, Cheapside, at the corner of Queen-street, and immediately opposite the Atlas Assurance-office, unquestionably one of the most important positions in the city of London; comprising on the upper floor an excellent board room and private office; second floor, two offices and water-closet; first floor, a public office, private ditto, washing-closet, and private entrance from Queen-street (this portion of the property is now occupied by the Observer Life-office); ground floor, a convenient shop with plate-glass front, and kitchen, and other offices on the basement. Let on lease to Mr. Garratt, for a term, which will expire at Michaelmas, 1863, at a very low rental of £220 per annum. Lots 2 and 3. Two excellent Shops, Dwelling-house, and Offices situate Nos. 90 and 91, Queen-street, adjoining Lot 1, and close to Cheapside; let to Messrs. Hadlam and Plews and Mr. Kirkpatrick, at very low rentals, amounting together to £165 per annum. At the expiration of the existing lease and agreement, the present rentals may be considerably increased. Particulars may be had of Messrs. Wilde, Rees, Humphrey, and Wilde, solicitors, No. 21, College-hill, at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Kensington.—Compact Leasehold Residence, with immediate possession, and a valuable Plot of Building Land.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Executors to offer for SALE, at the Mart, on Friday, March 13, at 12, in two lots, the following valuable PROPERTIES—viz., Lot 1. A desirable and substantial, semi-detached Residence, pleasantly situated, 9, Gordon-place, at the corner of Pitt-street, Kensington, near the church, and only a short walk from Kensington-park; containing a servant's bed room, four bed rooms, drawing room, linen closet, landing, water-closet, dining room, small parlour, kitchen, wash-house, scullery, larder, cellars; yard, knife-house, &c., and small garden; held for 87 years unexpired, at a ground rent of £7, and of the estimated value of £55 per annum. Lot 2. A valuable Plot of Building Land, situate adjoining Lot 1, between Gordon-place and Wilton-terrace, having a frontage to Pitt-street of 35 ft. 5 in., extending in depth about 40 ft., and well adapted for the erection of two comfortable dwelling-houses; held for 87 years, at a peppercorn. May be viewed, and particulars had of Messrs. Barnes and Bernard, solicitors, 2, Great Winchester-street; of Mr. H. D. Clarke, Desborough-house, Westbourne-green, Paddington; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Homerton, near Hackney, Middlesex.—Valuable Freehold Residence and Building Land, within three miles of the city, and only a short walk from the Railway Station.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Executors to offer for SALE, at the Mart, on Friday, March 20, at 12, a valuable FREEHOLD PROPERTY, eligibly situated, at the corner of King's-road, and close to the New Church, in High-street, Homerton, in the parish of Hackney, comprising a comfortable and very substantial detached residence, containing seven bed rooms, dressing room, excellent dining and drawing rooms, store-closets, entrance-hall, fernery, water-closet, kitchen, cellars, all necessary domestic offices, two yards, knife-house, shed, &c., three-stall stable, harness-room, coach-house, loft, paved yard, pleasure garden, and large walled kitchen garden in the rear. The property abuts upon the North London Railway; it has a frontage of 70 ft. to the High-street, an important frontage of 322 ft. to a capital 40-ft. road, and a portion is immediately available as a profitable building speculation, without affecting the value of the remainder as a residence for a family of respectability. May be viewed, and particulars had of Messrs. Blake and Snow, solicitors, College-hill; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Cunningham-place, Maida-hill.—Valuable Leasehold Residence, with Coachhouse, Stabling, and Garden.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, March 20, at 12, a substantial semi-detached RESIDENCE, with possession, situate No. 9, Cunningham-place, Maida-hill, St. John's-wood; containing five bed rooms, bath-room, convenient closets, study, two elegant drawing rooms, entrance hall, capital dining room 27 by 16 ft., library, water closets, two kitchens, scullery, and good domestic offices, cellars, and other conveniences; small garden, carriage yard, coachhouse, three-stall stable, two rooms over, enclosed forecourt, &c. Held for 98 years from 1825, at a ground rent of £10, and of the estimated value of £110 per annum. May be viewed, and particulars had of Messrs. Currie and Co., solicitors, 32, Lincoln's-inn-fields; Messrs. Langley and Gibbon, solicitors, 32, Great James-street, Bedford-row; at the Mart; and of Messrs. Norton, Hoggart and Trist, 62, Old Broad-street, Royal Exchange.

Cheapside.—Important Freehold Property, occupying a frontage of 60 feet.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, 27th March, at 12, in one lot, a very valuable FREEHOLD PROPERTY, situate Nos. 120, 121, and 122, Cheapside, and forming the eastern corner of Wood-street, in the heart of the city of London, occupying a very important frontage of 60 feet, and in a most commanding position for a Manchester or other Banking Company, public insurance office, or any large mercantile establishment. No. 120 contains, on the upper floors, three waterclosets, two counting-houses, parlour, two bed rooms, kitchen, and lumber room; on the ground floor, front shop, small ware room in the rear, and boarded ware room on the basement; in the occupation of Mr. Holder, and his under tenants. No. 121 contains two attics, two bed rooms, parlour, kitchen, show room, counting-houses, and boarded ware room on the basement; in the occupation of Messrs. Evans and Co. No. 122 contains four waterclosets, two attics, kitchen, and cellar; in the occupation of Messrs. Rutter and Son. The lease of the whole property will expire at Michaelmas, 1858, when possession may be had. May be viewed by permission of the tenants, and particulars had of Messrs. Western and Sons, solicitors, 7, Great James-street, Bedford-row; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Upper Grosvenor-street.—Capital Town Residence, Coach-house, and Stabling, with immediate possession.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, April 17, at 12, unless previously disposed of by private contract, an excellent TOWN RESIDENCE, situate No. 22, Upper Grosvenor-street, Grosvenor-square, within two doors of Grosvenor-gate, having a fine view over Hyde-park, and in the most fashionable position in the Metropolis. It is adapted for the occupation of a moderate-sized family, and contains five good bed rooms, dressing room, and water-closet, front drawing room, 20 feet square, communicating with a back drawing room and vestibule on the ground floor, entrance hall and portico, and, in addition to a library in front, a small bed room, dressing room, and water-closet at the back. The residence also possesses the unusual advantage of a spacious and lofty dining-room, 24 ft. by 18 ft., which has been added to the original building. The servants' offices are good and well-arranged, binned wine cellars, detached servants' rooms, double coach-house, and four-stall stable. The property is held on lease for a term of about 30 years, at a ground rent. A fire having occurred on the upper floor of the house, the whole is now being thoroughly restored, and the purchaser will have the advantage of an entirely new roof. May be viewed, and particulars had of Messrs. Parke and Pollock, 63, Lincoln's-inn-fields; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Noble Town Mansion, with capital Coach-houses and Stabling, Stratford-place.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, April 17, at 12, a noble TOWN MANSION, and offices, situate No. 19, on the west side of Stratford-place, occupying altogether the important area of upwards of 9,000 square feet. It has been built in the most substantial manner, elegantly fitted up, arranged with every possible convenience, and is especially adapted for the residence of a nobleman, or gentleman of fortune. It contains on the chamber floors 11 excellent bed rooms, the principal about 26 by 20, dressing rooms, water-closets, &c., with secondary staircase; on the first floor, a magnificent and lofty suite of four rooms, elegantly finished, communicating with each other, and occupying in their entire length upwards of 100 feet; ground floor, entrance hall leading to an inner hall, in which is an exceedingly handsome stone staircase, well lighted, and having access to the principal apartments; a breakfast room 29 by 21 ft. 6 in., capital dining room 35 by 22, and library 26 by 19, basement servants' offices of every description, suitably and conveniently arranged, with excellent wine, beer, and coal cellars; in the rear is a spacious laundry, with drying room over, and eight servants' bed rooms, and opening to the mews are double coach-houses, stabling for 12 horses, with lofts and men's rooms over. Part of the property is freehold, and the remainder nearly equal in value to freehold, being held under the city, renewable for ever on payment of a small fixed fine. May be viewed by tickets, and particulars had of Messrs. Pemberton and Meynell, 20, Whitehall-place; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-st., Royal Exchange.

Policy for £2,000 in the United Kingdom Life Assurance Office, with Additions.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, on Friday, March 13, at 12, a valuable POLICY for £2,000, with the accumulations thereon, effected in the year 1838, in the United Kingdom Life Assurance, on the life of a gentleman, now aged 56, subject to an annual premium of £57 16s. 8d. The additions to this policy at present amount to £635. Particulars may be had at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Eltham, Kent.—Valuable Freehold Estate, containing about 193 acres. **MESSRS. NORTON, HOGGART, and TRIST** have received instructions to offer for SALE, on Friday, April 24, **ELTHAM-PARK FARM**, a very valuable and compact freehold estate, land tax redeemed, situate in the parish of, and close to, the village of Eltham, immediately adjoining Eltham-park, about eight miles from the metropolis, in a healthy part of the county of Kent. It consists of a comfortable cottage residence, containing four attics, four bed rooms, dressing room, and water-closet, two parlours, kitchen, and offices, with stabling, coach-house, &c., lawn, garden, and orchard; also, at a convenient distance, a labourer's cottage, farm-yard, barn, stabling, wagon lodge, granary, cow house and sheds, and a double cottage for labourers, together with several enclosures of highly productive arable and meadow land, the whole lying well together, and containing 193 acres and 11 perches; in the occupation of Mr. John Green, a highly respectable tenant, whose tenancy will expire at Michaelmas next. Estimated value as an agricultural rental £300 per annum. May be viewed, and particulars had in due time, at the King's Arms, Eltham; of G. A. Crawley, Esq., Whitehall-place; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Foots-cray, Kent.—Valuable Freehold Residence, with Offices, Gardens, and Meadow Land, Building Ground, &c.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, on Friday, April 24, valuable **FREEHOLD ESTATES**, situate in the village of Foots-cray, in the parish of Chislehurst, a beautiful part of the county of Kent. Lot 1 will consist of a comfortable residence, containing three attics, three bed rooms, two dressing rooms, two servants' rooms, and water closet, dining and drawing rooms, study, waiting room and store room, domestic offices, four-stall stable, double coachhouse and lofts over, greenhouse, lawn, and flower garden, productive kitchen-garden partly walled in, orchard, and meadow land, also a piece of garden, situate immediately opposite the residence, now laid out in lawn and shrubbery, the whole containing 2 acres and 12 perches in hand. Lot 2. A Cottage and Garden, adjoining Lot 1, in the occupation of Thomas Green. Lots 3, 4, and 5 will consist of plots of Building Land, fronting the high road, and close to the village of Foots-cray, containing together about two acres and a half, in hand. The intended railway from Bromley to St. Mary-cray, for which a bill has been obtained, will add considerably to the value of this property. May be viewed, and particulars, with plans, had in due time at the Tiger's Head, Foots-cray; of G. A. Crawley, Esq., Whitehall-place; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Valuable Freehold Estates, at Harrow and Northolt, in the county of Middlesex.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Trustees to offer for SALE, in May next, valuable **FREEHOLD ESTATES**, situate at Harrow and Northolt, in the county of Middlesex, the whole containing upwards of 660 acres, a very considerable portion of which is admirably and beautifully situate for building. They consist of Roxborough Farm, close to the town of and church at Harrow, containing altogether, with Honeyburn Farm, about 138 acres, the whole of which will be subdivided into building lots, varying from four to 30 acres. The Mount Estate, on the summit of the hill, at Harrow, with capital residence, gardens, pleasure-grounds, and about 31 acres of park-like land surrounding it. Roxeth-green Farm, immediately adjoining the Mount Estate, parts of it most beautifully situate, containing altogether about 140 acres, the whole adapted for building. Wood-end Farm, offering a first-rate landed investment, situate close to Harrow, in the parish of Northolt, consisting of an excellent farm-house and homestead, with upwards of 190 acres of good arable, meadow, and pasture land, in the occupation of Mr. Whittington; several accommodation enclosures, cottage, &c.; and the Dairy Farm, situate close to the Sudbury Station, within six miles of London, with a very considerable and valuable frontage to the high road leading from Harrow to London, with farm cottage and 137 acres of principally first-rate accommodation meadow land, at present in the occupation of Messrs. Hetherington. From the extraordinary frontage to the dairy farm, which bounds the high road for its entire length, it is peculiarly adapted for subdivision. A more detailed statement, with the general arrangement of the lots, will shortly appear.—62, Old Broad-street, Royal Exchange.

The first Section of the White Horse or Beulah Spa Estate.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Trustees to offer for SALE, in April next, the first section of this exceedingly valuable and beautiful **FREEHOLD PROPERTY**, consisting of about 50 or 60 acres of building land, close to the Jolly Sailor; and the Norwood Station on the Croydon Railway, and bounded by the high road leading from thence to Croydon. Most of the sites are particularly adapted for immediate building purposes. The arrangement of the lots will be explained in detail in a future advertisement. Particulars and plans may be had in a few weeks of Mr. Peacock, close to the Norwood Station; at the lodge entrance to the Beulah Spa, of Messrs. Marten, Thomas, and Hollams, solicitors, Mincing-lane; of Messrs. Abbott and Salaman, solicitors, 13, Basinghall-street; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Navestock, Essex.—Valuable Freehold and Part Copyhold Estate (land tax redeemed), containing 67 acres.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, in the spring (unless previously disposed of by private contract), a valuable **FREEHOLD and part COPYHOLD DAIRY FARM**, known as the Yew Tree, desirably situate in the parish of Navestock, about four miles from the market towns of Brentwood and Chipping Ongar, six from Romford, and seven from Epping, in the county of Essex. It consists of a comfortable farm-house, with convenient outbuildings, and 67 acres of rich meadow, pasture, and arable land. The whole land tax redeemed. May be viewed by permission of the tenant, and particulars in due time had of Henry Quick, Esq., 27, Ely-place, Holborn; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

The White Horse or Beulah Spa Estate, in the immediate neighbourhood of the Crystal Palace, and extending to the Norwood Station on the Croydon Railway.

MESSRS. NORTON, HOGGART, and TRIST have received instructions from the Trustees to offer for SALE, during the present year, in different sections, the **WHITE HORSE or BEULAH SPA ESTATE**, a most valuable freehold property, extending over an area of between 400 and 500 acres, situate at Upper Norwood, in the county of Surrey, within half a mile of the Crystal Palace, bounded by the high road leading from London to Herne-hill, Norwood, Sydenham, and Croydon, and extending within a few yards to the Norwood Station on the Croydon Railway. This exceedingly fine property has been for many years known as the Beulah Spa, with its beautiful woods and grounds, commanding universal admiration from the extensive and magnificent scenery which on every side surrounds it, and is pre-eminently adapted for an important and first-class building speculation. The grounds are pleasantly undulated, winding for a considerable distance through ornamental woods and plantations, and intersected by a capital road constructed under the direction of Mr. Decimus Burton, commencing at the entrance to the Beulah Spa, and continuing by a gentle descent for more than a mile and a half to the road leading to Croydon. On either side of this road are splendid sites for the erection of first-class villas; this observation will also apply to the wood lands on the rising ground, and to many other parts of the estate, particularly that portion which is situate close to the church, and fronts the high road from London to Norwood. A considerable portion of the property has valuable frontages to the road leading from the Norwood Station to Sydenham, and also to the road connected with that constructed by Mr. Decimus Burton, the present existing roads giving the greatest facility for the arrangement of any other roads that may be necessary for carrying out a general building scheme. The situation is exceedingly convenient, within half a mile of the Crystal Palace, where there is a Railway Station, and about a mile from the Norwood and Anerley Stations, on the Croydon Railway, giving very easy, frequent, and economical access to all parts of London, and the neighbourhood is notoriously remarkably healthy. There is abundance of brick-earth and gravel, which, combined with all the other advantages appertaining to this exceedingly beautiful property, present an unusually advantageous opportunity of carrying out safe and profitable building operations, and within eight miles of London, sufficiently distant for the enjoyment of a beautiful and lovely country, and sufficiently near to be within an hour's journey of all parts of it. The trustees, with a view to obtain the best possible mode of laying out the estate advertised, offering premiums for such plans as would the most readily facilitate such a purpose, they are now in the course of selection. Those which will ultimately be selected will, in a few days, be forwarded to the offices of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, where they may be inspected at any time from 10 till 4 in the afternoon. It is intended to offer the estate in different sections, unless some advantageous offer be made for the whole; the first section will be offered in April next. Particulars and plans will be ready in due course, and may be had at Mr. Peacock's, near the Norwood Station; at the lodge entrance to the Beulah Spa, of Messrs. Marten, Thomas, and Hollams, solicitors, Mincing-lane; of Messrs. Abbott and Salaman, solicitors, 13, Basinghall-street; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

Enfield, Middlesex, within two miles of two Railway Stations.—Delightful Residence, with extensive and beautiful Pleasure Grounds and Gardens, Conservatory, Greenhouse, Hot and Forcing Houses, Stabling, Farm-yards, Buildings, and Offices, and upwards of 31 acres of Land, with early possession.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, in June next (unless previously disposed of by Private Contract), the valuable **LEASE** of an excellent **RESIDENCE**, delightfully situate at Enfield, two miles from the Waltham and Enfield Stations, on the Eastern Counties Railway, and 12 miles from London. It contains 10 bed rooms, dressing room, drawing and dining room, breakfast room, opening to a conservatory, entrance hall, &c., and domestic offices of every description, with an abundant supply of pure water, capital four-stall stable, coach-house, rooms and loft over, beautiful pleasure grounds surrounding the house, laid out in lawns and gardens, filled with rare flowering shrubs and plants, paddock or archery ground, with dry gravelled shrubbery walls round, half-a mile in extent, large and most productive kitchen garden, with high walls, an abundance of choice fruit trees in full bearing, graperies, hothouse, forcing pits, gardener's cottage, compact model farm-yard and buildings completely covered in, a smaller enclosed yard, sheds, &c., together with three enclosures of rich meadow land, the whole (with three acres arable) comprising upwards of 31 acres, and held for 17½ years unexpired, at an exceedingly low rental of £160 per annum. The present proprietor has expended a very large sum of money during the last three years in important substantial additions and general improvements, and the property may be said to be complete for the occupation and enjoyment of a gentleman. May be viewed by cards only, and particulars had of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street Royal Exchange.

Hawkhurst, near Cranbrook, in the county of Kent.

MESSRS. NORTON, HOGGART, and TRIST have received instructions to offer for SALE, at the Mart, in June next, unless previously disposed of by private contract, **NEW-LODGE**, for many years the residence and property of the late John Cobb, Esq., situate in the beautiful village of Hawkhurst, in the county of Kent, about four miles from the Ectingham Station on the Hastings branch from Tunbridge, about equi-distant from Tunbridge-wells and Hastings, and about four miles from the market town of Cranbrook. It consists of a substantial and comfortable residence, containing every accommodation for a moderate family, with stabling, coach-house, farm-buildings, &c. There is a lawn in front of the house, good garden, greenhouse, shrubbery walks, and plantations, with park-like land surrounding it, containing 38 acres, the whole freehold, and subject to a payment of only 8s. per annum, for land tax. May be viewed, and particulars had of Messrs. Beecham and Son, solicitors, Hawkhurst; at the Inn, Cranbrook; at the Mart; and of Messrs. Norton, Hoggart, and Trist, 62, Old Broad-street, Royal Exchange.

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